

N E G O T I A T E D A G R E E M E N T

B E T W E E N

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W E A P O N S D I V I S I O N

P O I N T M U G U S I T E

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ON 23 DECEMBER 1993

TO BE EFFECTIVE

ON 23 DECEMBER 1993

T A B L E O F C O N T E N T S

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INTRODUCTION

This Agreement is made by and between the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California, hereinafter referred to as "the Employer" and Local R12-33, National Association of Government Employees, hereinafter referred to as "the Union" or "the Labor Organization", collectively referred to as "the Parties."

PREAMBLE

In accordance with the Provisions of the Civil Service Reform Act of 1978, hereinafter referred to as "The Act," and in consideration of the mutual covenants herein set forth, the Parties hereto, intending to be bound, hereby agree as follows:

WHEREAS, it is the intent of both Parties to promote, preserve and improve the efficient administration of the Federal Service and the well being of the employees within the meaning of the Act; to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting working conditions; and to provide a means for amicable and reasonable discussion and adjustment of various matters of mutual interest at the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

SECTION 1. The Union is the exclusive representative of all employees within the Unit defined in Section 2 below. The Union recognizes its responsibility to represent the interest of all unit employees, regardless of their organizational affiliation and membership, with respect to personnel policies, practices, procedures, or other matters affecting general working conditions, covered by the negotiated grievance procedure.

SECTION 2.

Included in the unit are:

All Wage Grade and General Schedule employees employed by the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California.

Excluded are:

Professional employees and employees described in 5USC 7112 (b)(2), (3), (4), (6), and (7).

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

SECTION 1. The Parties agree that the administration of all matters covered by the Agreement will be governed by:

- a. Existing or future laws;
- b. Existing Government-wide rules and regulations;
- c. Existing agency rules or regulations;
- d. Future Government-wide or agency rules or regulations which do not conflict with the terms of this Agreement.

ARTICLE 3

EMPLOYER-UNION RELATIONS

SECTION 1. This Agreement has been negotiated in the spirit of problem resolution and reflects collective bargaining in labor-management relations. It is the intent of both Parties that labor-management conflicts arising during the life of this Agreement be resolved promptly, equitably, and at the lowest possible level.

SECTION 2. Both Parties will place emphasis on effective labor-management relations.

ARTICLE 4

MATTERS APPROPRIATE FOR DISCUSSIONS AND NEGOTIATIONS

SECTION 1. Matters appropriate for negotiation and/or discussion are personnel policies and practices or other matters affecting conditions of employment.

a. Negotiation is defined as a good-faith effort by the Parties to reach a written agreement. Included in this negotiation process is the ability of either party to seek assistance from the Federal Services Impasses Panel (FSIP).

SECTION 2. The Employer will give the Union an opportunity to negotiate with respect to personnel policies, practices, or matters affecting working conditions in accordance with the Act. Matters excluded from negotiations are management rights in Article 5 of this Agreement.

SECTION 3. The following procedures will apply if the Employer proposes a change in conditions of employment:

a. Prior to the planned implementation date the Employer shall notify the Union Officer assigned to that Competency and the Union President of the proposed change(s) in conditions of employment. The Union and the Employer shall meet within fifteen (15) calendar days from the date the Union receives notification of the proposal.

b. Both parties shall be prepared to discuss the proposed change(s) at the first meeting.

c. If the Union does not meet the provisions of Section 3 a. and b. above, the Employer may implement the proposed change(s) without further delay.

d. Reasonable extensions of time under this Article will be made for good cause provided that the total time involved does not cause an unreasonable delay or excessively interferes with the exercise of a management right. Requests for extensions must be made prior to the expiration of any time limit or established due date.

e. Full and open discovery of information pertinent to a proposal shall be the goal of the Union and the Employer. Upon request and to the extent not prohibited by law, the Employer will furnish data to the Union which is relevant, necessary, and reasonably related to negotiations. Requests for information by the Union will be put into writing and submitted to the Labor Relations Officer (Point Mugu site). Each request will clearly identify the information requested.

f. If a dispute arises with respect to requests for information the Labor Relations Officer and Union President will meet and attempt to resolve the dispute.

SECTION 4. Meetings may be held as the need arises and as mutually agreed by the Parties, between representatives of the Employer and the Union to discuss personnel policies and practices, matters affecting conditions of employment of Unit employees, and any questions which may arise concerning the interpretation and application of this Agreement.

SECTION 5. The Parties recognize that a free flow of information is necessary to resolve issues at the lowest possible level and agree to encourage open discussion between appropriate Union representatives and management officials for that purpose.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

SECTION 1. The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations which include:

a. The right to determine the mission, budget, organization, number of employees and internal security practices of the Employer; and

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. The right to make reasonable rules and regulations is an acknowledged function of the Employer, subject to any limitations set forth in this Agreement and the law. However, nothing in this Article will preclude the Employer and the Union from negotiating:

a. At the election of the Union, on the number, types, and grades of employees or positions assigned to any organizational sub-division, work project or tour of duty, or the technology, methods and means of performing work. In the event that Executive Order 12871 is rescinded or superseded during the life of this contract, any obligation to negotiate over these subjects will be in accordance with the law as currently defined in 5 U.S.C. 7106(b)(1).

b. Procedures which officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such officials.

SECTION 3. The Employer will annually inform all employees in writing of their rights to representation under Article 6, Section 2.b, of this Agreement (Weingarten Right) 5 USC 7114(a), (2) (B). The annual notice to all bargaining unit employees will be published in the official base paper at the Point Mugu site and a memorandum will be issued to "L6E" distribution.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF THE UNION

SECTION 1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

SECTION 2. The Union will be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of management and one or more employees of the unit or their representatives concerning any grievance or any personnel policy or practices, or other general condition of employment;
- b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if;
 - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and
 - (2) The employee requests representation.

SECTION 3. The Union has the right to post Union and other appropriate literature of interest to the Unit members on approved unofficial bulletin boards. The Union will provide the Point Mugu Labor Relations Officer, Code 731000E, with a copy of the literature, normally prior to but at least simultaneous with posting. The Union may post the following on unofficial bulletin boards:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections and results of elections.
- c. Notices of Union appointments.
- d. Notices of Union meetings.
- e. Such other information approved by the Union president and a copy provided to the Labor Relations Officer.

It is acknowledged by the Union that the right to post does not include the right to cover or remove any other non-Union literature which may have been previously posted.

SECTION 4. The Employer will meet as mutually agreed to discuss matters of concern to either party.

SECTION 5. A copy of new or updated Office of Civilian Personnel Management (OCPM) Instructions or Notices and NAWCWPNS Instructions or Notices will be forwarded to the Union upon receipt in Code 831000E, NAWS Administration Department.

SECTION 6. Full and open discovery of information pertinent to Union representation functions shall be the goal of the Union and the Employer. Requests for copies of research material which are necessary and relevant to the Union's representational function will be provided as soon as practicable following a specific written request by the Union. Requests for data will be made and provided in the manner outlined in Article 4 Section 3e.

SECTION 7. It is agreed that the Union will not rely solely on the Employer's resources for research; however, the Union will on an occasional and as-needed basis be granted access to research materials which are available at the office of the Point Mugu Labor Relations Officer, Code 731000E. Access to such resources will be granted upon request to the extent that they are available for use and such use will not interfere with operational requirements of the Employer.

ARTICLE 8

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the following representatives of the Union: Union President [one (1)], officers and stewards, as designated by the Union. The Union will provide to the Employer a current list of all officers and authorized stewards. Each Union representative will be identified by name, code assignment, and telephone extension. Such list will be updated and a copy provided to the Point Mugu Labor Relations Officer, Code 731000E. The Employer will not be required to allow the use of official time for representation by any employee not included on the list.

SECTION 2. Union officers and stewards will be provided reasonable and necessary official time to perform representational functions. Union officers and stewards are expected to perform their regularly assigned duties at all other times.

- a. The Union president is authorized 100% official time to perform representational duties for the life of the current contract.
- b. No overtime will be authorized for the Union president to perform representational functions. However, the Union president will be assigned overtime in his/her respective work area, subject to the provisions of Article 15, section 2.
- c. The Union president shall submit all requests for leave to his/her first level supervisor in accordance with applicable provisions of Articles 17 and 18; laws; rules; regulations; and the current leave instruction.

SECTION 3. If the Employer alleges abuses regarding official time in this Article, the issue will be discussed and resolved between the President of the Union and the Point Mugu Labor Relations Officer, Code 731000E. If the Parties cannot resolve the dispute, the areas of disagreement will be described in writing and will include the facts surrounding the issue(s). Following this, the Parties will meet one additional time to attempt resolution prior to proceeding to arbitration as specified in Article 31.

SECTION 4. Approval of official time will be given on a case-by-case basis depending upon whether (1) the work needs of the Employer permit the release of the Union representative, and (2) the amount of official time being requested is reasonable, necessary, and in the public interest. Any requests for official time in excess of four (4) hours will be submitted verbally or in writing, to the Point Mugu Labor Relations Officer.

SECTION 5. Union representational duties will be conducted promptly and efficiently. Union stewards or officers will, whenever practical, attempt to obtain information and answer questions by telephone. When it is necessary for a Union official to leave the

work site to conduct labor management relations business, permission must be obtained from the immediate supervisor prior to leaving.

a. Bonafide requests shall be approved unless work requirements necessitate the services of the employee/Union representative. When it is necessary to leave the worksite there will be a clear understanding relative to the time of departure from the worksite and estimated time of return to the worksite. The employee will leave a phone number with the Employer where he/she can be reached.

b. Union Stewards and officers will inform their immediate supervisor as soon as they return to their worksite. In the event that the immediate supervisor is not available, the returning report will be made to the next higher level supervisor in the management chain. Time sheets shall be annotated with the appropriate job order number for Union representational functions.

c. If contact with a Unit employee is necessary, permission must be obtained from the supervisor of the employee to verify that the person he/she wants to see is available and that workload will permit the visit at the time requested. Supervisors will give permission promptly unless workload considerations will not permit. In the event that the immediate supervisor is not available, permission will be requested of the next level supervisor in the management chain.

SECTION 6. Negotiations between the Union and management will normally be conducted during regular working hours. For purposes of negotiations, the Union will be entitled to a number of representatives equal to the number of management representatives, unless waived by the Union. Union representatives who are in a duty status will be on official time, subject to the provisions of Section 4 of this Article.

SECTION 7. The Employer agrees that national representatives of NAGE will be permitted to visit local Union officials at reasonable times and on appropriate business. The Union agrees to notify the Point Mugu Labor Relations Officer, Code 731000E, in advance of the intended visits.

SECTION 8. The Union may submit appropriate orientation material to be included in the package of information provided to new hires.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

SECTION 1. The Union and the Employer recognize the necessity for an Equal Employment Opportunity Program. The Parties affirm the President's policy on Equal Employment Opportunity and agree to actively support and pursue those objectives.

ARTICLE 10

EMPLOYEE ASSISTANCE/SUBSTANCE ABUSE

SECTION 1. The abuse of alcohol is a recognized problem in which both Parties share an interest and obligation. The Employer and the Union agree that accomplishment of the Employer's national defense mission requires the highest standards of competence, reliability and integrity. Consistent with Executive Order 12564, Federal employees who use illegal drugs must themselves be primarily responsible for changing their behavior and if necessary, begin the process of rehabilitating themselves. The parties agree that in accordance with Public Law 101-336, employees who are currently engaging in the illegal use of drugs shall not be considered a "qualified individual with a disability".

SECTION 2. The Employer will maintain an Employee Assistance Program (EAP) which will provide for initial assessment, counseling, and referral for treatment as appropriate. The confidentiality of an employee's contact with or referral to EAP will be protected as consistent with applicable laws and regulations.

SECTION 3. Employees and members of their family may utilize the services of the EAP through self-referral to address issues of substance abuse, relationship problems, dysfunctional behavior or other personal concerns of similar nature.

SECTION 4. The Employer recognizes alcoholism and drug abuse as treatable health problems. Therefore, leave will be granted for the purpose of treatment or rehabilitation in accordance with applicable law and regulations. Any leave granted for treatment or rehabilitation will not delay any appropriate administrative action by the Employer.

SECTION 5. It is recognized by both parties that Public Law 101-336 significantly changed the treatment of employees who engage in the use of illegal drugs and those who are alcoholic. For example, employees who engage in the illegal use of drugs and those who are alcoholic may be held to the same qualification standards for employment or job performance and behavior that other employees are held to, even if any unacceptable performance or behavior is related to the drug use or alcoholism of such employee.

SECTION 6: The Employer's substance abuse program is aimed at the rehabilitation of persons who may be suffering from a progressive disorder. Therefore, the Employer will provide reasonable accommodation to accomplish this objective insofar as it does not contribute to the progression of the illness or potentially jeopardize government personnel, property, operations, or security.

ARTICLE 11

EMPLOYEE MORALE

SECTION 1. Supervisors will ensure that employees are advised of changes or newly established office/shop rules and procedures, after proper notification to the Union.

SECTION 2. Employees may use the base telephone services to make calls during working hours consistent with the guidelines provided in NAWCWPNSINST 2060.1 or any superseding instruction. Toll calls using government phones and long distance calls originated from off-shore Islands are permissible; however, employees will reverse charges or use credit cards.

SECTION 3. The Union and the Commanding Officer, Naval Air Weapons Station, Point Mugu, or his designee, will meet every month to discuss issues of concern. The Union shall submit an agenda at least one (1) week in advance of the scheduled meeting. Dependent upon the issues submitted on the agenda, management representatives from other Competencies may attend these meetings to address issues that are raised within their Competencies. The length of these meetings is subject to the Commanding Officer's or his designee's schedule.

ARTICLE 12

HEALTH AND SAFETY

SECTION 1. The Employer will provide and maintain a safe and healthy place of employment in accordance with applicable laws and regulations. The Parties will encourage all employees to perform their work in a safe manner. It is the responsibility of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthful practices, equipment or conditions and to report any alleged unsafe and/or unhealthful practices, equipment or conditions to their immediate supervisor. If the corrective action initiated by the immediate supervisor does not satisfactorily resolve the situation, the employee(s) or Union representative may submit the matter orally or in writing to the Head, Occupational Safety and Health (OSH) Department for appropriate action. The Head, OSH Department shall ensure that all reports brought to his/her attention are investigated. Alleged imminent danger situations shall be investigated within 24 hours. Potentially serious situations shall be investigated within 3 work days. While the OSH Department is conducting their investigation into alleged unsafe and/or unhealthful practices, equipment or conditions, the affected operations will cease until such time as certified safe, in writing, by the OSH Department. If the employee or Union representative is not satisfied with the response of the OSH Department, the Union may submit the matter under the grievance procedure or utilize other appropriate action. This does not preclude the Union from discussions with appropriate management officials for early resolution.

SECTION 2. The employee has the right to decline a task because of reasonable belief that there is an imminent risk of death and insufficient time for hazard reporting and abatement actions.

SECTION 3. The Employer will exert every reasonable effort to provide expeditious medical treatment by competent, trained medical personnel.

SECTION 4. Personal Protective Equipment will be provided by the Employer in accordance with applicable Navy Directives. Management agrees that the Naval Air Warfare Center Weapons Division, Point Mugu site, will handle all hazardous waste and/or infectious material in accordance with Environmental Protection Agency, Federal, State and County regulations.

ARTICLE 13

TRAINING

SECTION 1. It is mutually agreed that the training of employees is of vital interest to both the Employer and the Union. The purpose of training is to increase the skills of employees, and to assist employees in learning new technologies in their trade and/or profession. Management reserves the right to determine training requirements, and the numbers, types, and skill levels of employees to receive training.

SECTION 2. The Employer will ensure that resources and information are available to employees regarding career-related training, and the Employer's policies and procedures with respect to such training. Training opportunities will be provided in a fair and equitable manner consistent with the Employer's needs and course criteria as well as the qualifications and work experience of the employees involved.

SECTION 3. The Employer will plan for retraining of employees when necessary because of planned management changes in organization, function or mission and to provide such necessary on-the-job cross training or formalized training as is practicable and within available resources. Training will not be used to facilitate preselection.

SECTION 4. The Employer will provide 440 hours to Union Officers/Stewards each calendar year to attend Union-sponsored training, subject to workload considerations. Requests for official time for training shall be submitted to the Point Mugu Labor Relations Officer, Code 731000E. Each request will identify the number of hours, code, and the name of the Union Official/Steward for whom the time is being requested. Training requirements that exceed the 440 hours must be submitted in writing to the Point Mugu Labor Relations Officer, Code 731000E, for approval. Government transportation may be provided on a case-by-case basis. Per diem costs will be borne by the Union.

SECTION 5. Where practical, in accordance with Department of the Navy or applicable regulations, the Employer will provide mandatory training courses to employees.

ARTICLE 14

HOURS OF WORK

SECTION 1. The Employer retains the right to assign employees to job sites, positions and tours of duty.

SECTION 2. Tour of duty is defined as the hours of a day (daily tour of duty) and the days of an administrative workweek (weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek. Regularly scheduled administrative workweek is defined as a period of seven consecutive calendar days designated in advance by the Employer. In general, with the exception of approved deviations to the Compressed Work Schedule, basic workweeks will be scheduled in accordance with applicable instruction(s). The basic pay period for full-time employees consists of 80 hours.

SECTION 3. Employees may volunteer or express a preference for a given shift. In so far as it would not result in a negative impact, as determined by the Employer, an employee's preference will be granted. Where there are two or more equally qualified employees who could fulfill a given requirement, the Employer will, if practical, honor the preference of the employee having the greater seniority (service computation date).

SECTION 4. Air Traffic Controllers work schedules will be posted at least 15 calendar days in advance of the monthly schedule, unless a national emergency arises.

SECTION 5. Consistent with the nature of the work being performed, time for clean-up will be allowed as necessary prior to the lunch period and/or end of the workday.

SECTION 6. Time spent by Union officials, within their normal tour of duty, for the purpose of representational duties or other official Union business provided for by law and/or this Agreement which has been approved shall be considered as hours of work.

SECTION 7. Scheduling of test operations requiring late on the last scheduled workday of the week and weekend overtime on San Nicolas Island is recognized as an inconvenience to SNI employees and their families. However, the necessity for the Command to perform its mission cannot be subjugated. Considering these two issues, such tests will be scheduled as far in advance as possible and/or practical. Operations scheduled to be completed by or prior to the end of normal working hours on the last scheduled workday of the week may be extended into overtime if considered to be in the best interest of the Government by the Sea Range Scheduling Office, or higher authority. Any operation schedule change, which would result in additional weekend overtime requirements on SNI, made after 1200 hours on the last scheduled workday of the week, of the weekend involved, must be approved by the Head of the Sea Range Office Test Planning Branch or his/her designee.

ARTICLE 15

OVERTIME

SECTION 1. Overtime work will continue to be paid pursuant to law and regulation, including all shift differentials and premium pay where applicable.

SECTION 2. The Employer will determine when overtime is to be performed, the numbers, types and skills of employees required to perform the overtime work. Overtime will be distributed fairly and equitably subject to effective mission accomplishment. Records showing the overtime distribution shall be maintained and available for review by employees.

SECTION 3. Employees will be notified as far in advance as possible of all scheduled overtime. In cases of unscheduled overtime, it is recognized that at times little advance notice may be possible. In either case, scheduled or unscheduled overtime, volunteer staffing may be sought to meet overtime requirements. The Employer retains the right to order any employee to work overtime. However, an employee will be excused upon request by his supervisor from overtime assignments if there is another fully qualified employee, who is available and willing to serve in his/her place. If an employee is called back to work to perform unscheduled overtime duties, such overtime performed will be considered to be at least two (2) hours in duration for overtime pay purposes.

SECTION 4. When an employee is required to work overtime in excess of four (4) hours beyond the end of his regular work day without sufficient advance notice of four (4) hours, the Employer will allow a fifteen (15) minute break. The Employer reserves the right to assign work to employees on a break if necessary.

SECTION 5. Each employee who is required to work overtime, without prior notice, will be allowed one telephone call home of short duration at government expense.

SECTION 6. When the Employer changes a position's Fair Labor Standards Act Status from non-exempt to exempt status, the Employer will provide the incumbent of that position with the Union's telephone number, proper forms, written appeal procedures and the address for the regional Office of Personnel Management.

SECTION 7. If an employee due to an inordinate requirement for overtime believes that he or she is medically unable to continue to effectively perform their duties they may request relief from their supervisor and/or referral to the Branch Medical Clinic for a determination and medical recommendation.

SECTION 8. If there is a break in duration of more than two hours between the end or beginning of an employee's regularly scheduled work and overtime work, the employee will not be compensated. If there is a break in duration of less than two hours between the end or beginning of an employee's regularly scheduled work day and the overtime

work, the employee will remain in a duty status and will be compensated at the appropriate overtime rate.

SECTION 9. Overtime will be distributed within a work site in accordance with Section 2 of this Article before overtime is assigned to an employee outside that work site. However, management reserves the right to assign work subject to effective mission accomplishment.

SECTION 10. Lunch periods will normally be scheduled and taken between the hours of 1100 and 1300. If workload requirements preclude an employee from taking a lunch break, the employee will be compensated at the appropriate overtime rate.

ARTICLE 16

HOLIDAYS

SECTION 1. Employees will be entitled to holiday benefits consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may be added by law. Holidays designated by Executive Order shall be observed as legal holidays.

SECTION 2. Pay for holiday work will be computed in accordance with applicable laws and regulations.

ARTICLE 17

ANNUAL LEAVE

SECTION 1. Employees shall accrue and be granted annual leave in accordance with applicable laws and regulations. Annual leave will be granted when the Employer determines that the workload/manpower balance so permits. Leave approved for a portion of a day may be charged in increments of one-quarter (0.25) of an hour (15 minutes).

SECTION 2. Annual leave, including leave that will accrue to an employee during the year, may be granted at any time during the year, at the request of the employee and upon approval of the supervisor. Annual leave will normally be requested well in advance of the time being requested. In the Message Center, requests for annual leave will normally be submitted at least 72 hours in advance of time requested. Requests for annual leave for vacation purposes shall be made early in the calendar year. The Employer will respond to such requests within thirty (30) days. The Employer will develop tentative schedules for annual leave for the purposes of planning. Other requests for annual leave will be submitted to the supervisor in as far advance as possible.

SECTION 3. When due to an unforeseen emergency an employee needs to use leave which was not previously requested and approved by the supervisor, the employee is responsible for notifying his/her supervisor and requesting approval for his/her absence. Notification should normally be made by the scheduled start of their shift, but no later than one hour after. In the Security Department, Fire Department, Air Traffic Control, the Base Pool, and the power plant and heating/boiler route areas of the Public Works Department, notification is required at least 30 minutes prior to the beginning of the employee's scheduled work shift. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact that he/she is requesting emergency annual leave and the reason for the request. Failure of an employee to inform the supervisor or officially designated point of contact may result in the employee being placed in an Absent Without Leave (AWOL) status.

SECTION 4. Previously approved annual leave will only be rescheduled due to valid operational requirements. Employees will be provided with an explanation of the reasons for the change. Written explanation of the reason for the denial will be given if specifically requested by the employee. When two or more employees request leave for the same period of time (in whole or in part), and if it is impractical to schedule both employees as requested, the supervisor will attempt to resolve the scheduling problem with the employees concerned. If the problem cannot be resolved, resolution will be determined by the Employer. The Employer will resolve such problems by considering operational requirements, skills, types, and numbers of personnel required. However, if each of the employees involved are essentially interchangeable (i.e., have the same qualifications

and skills) resolution will be by seniority. Seniority will be determined on the basis of length of service (Service Computation Date).

SECTION 5. In those cases where there is evidence of leave abuse, both parties recognize that counseling an employee, prior to the issuance of a letter of requirement, may be beneficial to both the Employer and the employee. However, the Employer reserves the right to discipline. (See Article 5.)

ARTICLE 18

SICK LEAVE

SECTION 1. Employees will accrue sick leave in accordance with applicable laws and regulations. Sick leave accrues on the basis of one-half day for each full biweekly pay period. Sick leave which is not used by an employee, accumulates for use in succeeding years, and may be used for illness or injury requiring an extended absence. Sick leave is chargeable in 15 minute increments.

SECTION 2. Sick leave is for use when an employee:

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
- c. Is required to give care and attendance to a member of his/ her immediate family who is afflicted with a contagious disease,
- d. The employee would jeopardize the health of others by his/her presence at his place of employment because of exposure to a contagious disease, or
- e. Invokes the provisions of the Family Friendly Leave Act.

SECTION 3. An employee who is ill and unable to report for duty is responsible for notifying his/her supervisor of the illness or incapacitation, under normal circumstances, by the scheduled start of his/her shift, but no later than one hour after. In the Fire Department, Security Department, Air Traffic Control, base pool, and the power plant and heating/boiler route areas of the Public Works Department, notification is required at least 30 minutes prior to the beginning of the employee's scheduled shift. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact of the illness. Upon return to duty or upon official notification, the employee will provide the supervisor with his/her reasons for absence. If the supervisor determines the absence is justified and a grant of sick leave is appropriate, the leave will be approved. During an extended absence the employee will keep the supervisor advised. The decision to approve or disapprove a request for sick leave in each case rests with the Employer, based on current law, rules and regulations.

SECTION 4. The Employer may grant sick leave when requested. Medical certification may be required for an absence in excess of three work days, or for a lesser period when determined necessary by the Employer. The Employer will notify the employee at the time of the request, if a medical certificate will be required. The Employer may consider the employee's certification as to the reason for his/her absence

as acceptable evidence regardless of the duration of the absence. Certification in support of a request for sick leave will be submitted to the supervisor within five (5) days of the employee's return to duty.

SECTION 5. An employee seriously ill or injured may draw on his/her anticipated future sick leave accruals if the disability surpasses his/her current accumulation. A maximum of 30 days sick leave may be advanced under these circumstances. Request for advance sick leave must be accompanied with documentation by competent medical authority.

SECTION 6. In those cases where there is evidence of leave abuse, both parties recognize that counseling an employee, prior to the issuance of a letter of requirement, may be beneficial to both the Employer and the employee. However, the Employer reserves the right to discipline. (See Article 5.)

SECTION 7. The Family Friendly Leave Act will be posted on all Official Bulletin Board and copies will be made available to all employees who request a copy.

ARTICLE 19

LEAVE OF ABSENCE

SECTION 1. Employees may be granted leave without pay in accordance with applicable laws and regulations.

SECTION 2. Consistent with the Employer's needs, and when given adequate advance notice in writing, an employee in the unit who has been elected or appointed to serve as a delegate to any Union activity requiring leave of absence may, if workload permits, be granted annual leave and/or leave without pay.

SECTION 3. Where applicable the Employer will recognize the bumping and retreat rights of an employee in situations where the employee is affected by reduction-in-force action during his/her leave of absence.

SECTION 4. Employees who are absent on extended leave without pay will continue to have coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits.

ARTICLE 20

CIVIC RESPONSIBILITIES

SECTION 1. Since jury duty is a civic responsibility, the supervisor shall not request that an employee be released from jury service unless the Employer determines that the public interest would be better served by the employee remaining on the job.

SECTION 2. Court leave will be granted, in accordance with applicable regulations, for the assigned work day.

SECTION 3. The Parties recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaigns will be conducted in the spirit of true voluntary giving, the Parties agree that:

- a. "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual employee is prohibited.
- b. When envelopes are used, individuals who desire to keep their gift private may use any envelope with or without a name being placed thereon.
- c. Supervisors will not solicit subordinates.
- d. Coercion, either overt or covert, will not be practiced by collectors, supervisors, or other personnel.

ARTICLE 21

TRAVEL

SECTION 1. Employees will be reimbursed for authorized travel expenses in accordance with applicable regulations.

SECTION 2. Employees required to perform temporary duty travel will be given as much advance notice as possible. The Employer agrees to provide employees assistance and counseling on travel matters. Assistance in the preparation of travel claims and related forms will be provided by the Employer.

SECTION 3. Employees performing temporary duty travel may draw authorized travel advances in accordance with applicable NAWCWPNS policies and regulations. Travel claims will normally be submitted by employees within five (5) calendar days of their return to their duty station.

SECTION 4. Employees will be provided travel advances and reimbursement for temporary duty travel in accordance with applicable NAWCWPNS policies and regulations.

SECTION 5. Employees required to travel outside normal duty hours will be compensated for time in a travel status as appropriate under applicable regulations.

SECTION 6. Prior to implementing a change in travel regulations and NAWCWPNS policies the Employer will notify the Union of the change and provide the Union an opportunity to respond and negotiate.

SECTION 7. The Employer will reserve twenty (20) seats for permanent SNI personnel on contract flights to and from SNI Monday through Friday.

SECTION 8. Recoupment of monies for delinquent travel expenses will be made in accordance with applicable regulations.

ARTICLE 22

POSITION DESCRIPTION

SECTION 1. The Employer is responsible for the accuracy and completeness of an employee's position description.

SECTION 2. An employee may request that their supervisor review their duties and position description for content, title, series and grade and initiate action through the delegated classification authority if he/she believes the position description is not in agreement with the duties assigned and performed.

SECTION 3. It is recognized that the position description may not include all duties that may be assigned to an employee. However, duties assigned on a regularly, recurring basis will be included in the employee's position description.

SECTION 4. When it has been determined that a position description does not reflect current duties and responsibilities, the Employer will take action to ensure that the position description accurately reflects the duties and responsibilities of the position. Issues relating to the accuracy and completeness of a position description that cannot be resolved between the employee and supervisor may be presented by the employee for resolution through the negotiated grievance procedures. Where it is agreed that the position description accurately reflects the employee's currently assigned duties and responsibilities but there is disagreement with respect to the existing classification (title, series, grade or pay category) an employee may initiate a classification appeal.

SECTION 5. The employee may obtain information and be assisted by a representative of his/her choice through the classification appeals process. The Employer assures the employee of the right to appeal the correctness of a position classification action without restraint, prejudice, or reprisal.

ARTICLE 23

PERFORMANCE APPRAISALS

SECTION 1. Employees' performance will be appraised against established standards in accordance with current regulations. In giving performance ratings, the supervisor will apply standards applicable to the assigned duties in accordance with the Act.

SECTION 2. An employee's signature, after review of the performance evaluation, indicates that he or she has reviewed the performance rating and appraisal record, has been provided a copy, and that it has been discussed. The employee's signature will not be taken to mean agreement with any of the information or a forfeiture of any rights to review or appeal.

SECTION 3. At the time of the annual performance review, and such other times as the Employer determines appropriate, the Employer may counsel employees concerning strengths and weaknesses in job performance, and provide guidance for improving work related skills and potential for promotion.

SECTION 4. Determination of the type, amount, and recipient of any award is at the Employer's discretion.

SECTION 5. Lawful official time spent in Labor Relations activities by recognized Union Officials.

ARTICLE 24

TEMPORARY PROMOTIONS AND DETAILS

SECTION 1. The Employer will follow the procedures contained in NAWCWPNSINST 12335.1 or any superseding instruction. Selections will be made in accordance with NAWCWPNSINST 12335.1, or any superseding instruction, and will be based on the merit of the individual and without discrimination. Nothing in this Article shall interfere with the Employer's retained rights, as stated in Article 5.

SECTION 2. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in applicable regulations.

SECTION 3. The Employer recognizes the basic principles that an employee should be assigned to their position of record. However, when the Employer determines that details are necessary to fulfill the Employer's mission, they will be used. Employees who are detailed for 120 days or more will be rated in accordance with COMPMTCINST 12430.3A or any superseding instruction.

SECTION 4. Supervisors are responsible for selecting employees for details on a fair and impartial basis, for informing employees of details, reasons, duties and estimated duration. The Employer reserves the right to make detail assignments. Factors to be considered in determining assignment to details are the type of work to be performed, availability, organizational location of employees and knowledge of the particular type of work involved.

SECTION 5. Employees assigned to a classified, higher-graded position will (if qualified) be temporarily promoted when the employee is in the position in excess of ten (10) **consecutive** work days (9 consecutive workdays under the CWS).

SECTION 6. Temporary promotions in excess of 120 consecutive days will be made in accordance with applicable laws and regulations.

SECTION 7. At the employee's request, the supervisor will prepare a record of the detail which will be submitted to the Human Resources Department for retention in their OPF. Employees may claim experience obtained during assignments on detail on their resume (SF-171 or OF-612).

ARTICLE 25

REDUCTION-IN-FORCE

SECTION 1. Applicable laws and regulations will govern any reduction-in-force.

SECTION 2. The Employer agrees to notify the Union when it is determined that a reduction-in-force is necessary. The Employer agrees to provide the Union with the names and the number of affected employees in the competitive levels involved, the retention register and details as to how such employees were selected when such information becomes available from the servicing Human Resources Department.

SECTION 3. During periods of reduction-in-force, the Union agrees to cooperate with the Employer in communicating to employees the reason for the reduction.

SECTION 4. Whenever a reduction in force is necessary, every effort will be made to minimize the adverse impact on affected employees in accordance with applicable regulations.

SECTION 5. Any career or career conditional employee who is separated as a result of reduction-in-force, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such employee will be given preference for re-employment in accordance with the FPM and applicable regulations.

SECTION 6. The Employer will counsel eligible employees on retirement options available during the notice.

ARTICLE 26

THEFT

SECTION 1. The Union recognizes that the theft of Government property is a violation of law, the United States Code and a serious breach of employee conduct. Therefore, the Union agrees to cooperate with the Employer's efforts to maintain an adequate security program and to eliminate theft.

ARTICLE 27

ISLAND FACILITIES

SECTION 1. Each organization will assign rooms on SNI/SCI allocated to them by the OIC, SNI in accordance with the applicable room assignment instruction.

SECTION 2. TV sets, pool tables, washers/dryers, microwaves and stoves will continue to be provided in operating condition, at no cost to the employees, in the barracks in which they are presently provided.

SECTION 3. Exchange privileges are approved for civilian employees. Exchange purchases authorization is restricted for use and consumption aboard the SNI facility.

SECTION 4. Transportation will be provided for personnel assigned to San Nicolas Island/Santa Cruz Island by contract or other flights to and from Point Mugu and San Nicolas Island/Santa Cruz Island. The published airlift schedule will be used except when such things as weather conditions, operations of the range or mechanical failure necessitate deviations.

SECTION 5. The published passenger boat schedule for Santa Cruz Island (SCI) shall be adhered to except when such things as weather conditions, operations of the range, or mechanical failure necessitate deviations.

SECTION 6. Permanent SNI or SCI employees, assigned temporary duty at Point Mugu whose residence is outside a 40-mile radius of the Point Mugu complex will be placed in a travel status in accordance with the JTR. All other employees assigned temporary duty will receive travel expenses, i.e., mileage only.

SECTION 7. In inclement weather or late operations of the range, a contractor aircraft will normally not be released prior to one hour after the last schedule departure on Friday, or Thursday of the week of the scheduled CWS day off. Scheduling of special flights as needed over an operational weekend will be coordinated between the Point Mugu Air Terminal and the Sea Range SNI Coordinator.

SECTION 8. If transportation to SNI or SCI is delayed, canceled or if an emergency occurs during transport, the Union will be advised of the facts concerning such delay, cancellation or emergency as soon as possible.

SECTION 9. An employee who elects to stay at SNI at the end of their regularly scheduled work week, for their own personal convenience will be required to pay the galley surcharge for meals purchased. In the case of an employee who has elected to stay on SNI for their own personal convenience, is called upon to support operations, the employee will not pay the galley surcharge one meal before, during and after the operation.

ARTICLE 28

FIREFIGHTER WORKING CONDITIONS

SECTION 1. Firefighters will be rotated between crash and structural duties. Firefighters may, for the purpose of training, be rotated between Point Mugu and San Nicolas Island. It is anticipated that these assignments will not exceed 45 calendar days per training assignment. The Employer agrees to negotiate any impact with the Union. However, the Employer reserves the right to determine training requirements.

SECTION 2. The Employer will provide sleeping and cooking facilities and equipment to Fire Division employees such as, but not limited to, bedding, cooking and eating utensils, cleaning equipment, etcetera.

SECTION 3. In the Fire Division, outside of actual work hours and except during an emergency call or duty assignment during standby time, employees may engage in recreational activities such as, but not limited to, checkers, dominoes, card games, volleyball, and badminton, provided these activities do not interfere with the primary functions of the facility. Recreational activities are restricted from the fire alarm office and fire alarm areas of every fire station. Recreational activities will be conducted in areas designated by the Fire Chief or Officer in Charge with personnel readily available to respond to fire alarms or other emergency operations. Recreational activities will not interfere with or annoy the activities of other personnel. Personnel engaged in outside recreation will maintain dress and appearance in accordance with regulations and installation policy. Participants will ensure that recreational areas remain orderly and well policed. Gambling in any form is strictly prohibited.

SECTION 4. Duties and assignments will be equitably distributed among personnel of like qualification and rate, subject to mission requirements and management's right to assign work as defined in Article 5, Rights and Responsibilities of the Employer.

SECTION 5. Firefighters will be allowed to "trade time" (substitute for one another on a shift, or some part thereof) if the following criteria are met:

- a. The trading of time is done voluntarily by the employees participating and not at the behest of the Employer;
- b. The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters;
- c. A record is maintained by the Employer of all time traded by employees;
- d. Comply with applicable regulations and law;
- e. Have prior approval by either the Fire Chief or Assistant Fire Chief;

- f. Submit the request no later than the start of the employee's shift;
- g. All time traded must occur within the same pay period.

SECTION 6. The Employer will make no changes in current uniform for Fire Division personnel without negotiations with the Union. Fire Division personnel will adhere to the agreed upon uniform code. All personnel shall be in uniform from the beginning to the end of their shift. Coveralls will be made available for Fire Division employees when jobs of a dirty nature occur. Personnel responding to emergency calls shall wear required protective clothing at all times. Firefighters awaiting transportation to SNI shall be responsible for having a uniform available to perform work on the Mainland, in the event they are delayed due to mechanical difficulties, inclement weather or other circumstances. The Employer will provide locker spaces and turnouts as necessary for SNI firefighters.

SECTION 7. Firefighters, with their supervisor's permission, may have visitors at the mainland. Visitors must be cleared through base Security between the hours of 0700 to 1600 on Monday through Friday (except holidays). During weekends and holidays, visitors may be cleared through the gate by a telephone call. The length of the visits may be regulated at the supervisor's discretion. Fire Department personnel wishing to bring dependents to San Nicolas Island will conform with San Nicolas Island regulations. Fire Department personnel will either be on day off or take annual leave when their guests stay on San Nicolas Island for more than one day, i.e., 24 hours. All requests will be submitted through the Battalion Chief.

SECTION 8. Lesson plans will be established to cover mandatory training. Lesson plans for non-mandatory drills shall be developed at a later date as resources become available. New lesson plans will be provided to the Union prior to implementation.

SECTION 9. Firefighters will be given a copy of the formula used by the Payroll Office to compute overtime pay, and upon request, blank computation sheets. Firefighters will be provided assistance by the Employer in computing their individual pay.

SECTION 10. Physical fitness training for firefighters will be in accordance with applicable regulations and subject to the provisions of Article 4, Matters Appropriate for Discussions and Negotiations.

SECTION 11. A. Scheduled annual leave administration in the Fire Division will be governed by the following:

1. Selections for leave will begin on 1 November of each year. Firefighters will have a maximum of 48 hours to make their selection, at the end of this time the selection list will be passed on to the next Firefighter. Personnel who are not available when their turn comes up for leave selection will be allowed to make their selection, in turn, upon their return to duty. Any delays in the selection process shall not impact the 30 January deadline.

2. Employees may select from 1 to 14 consecutive calendar days at each turn. Under certain conditions (e.g., out of state trips) and subject to the Fire Chief's approval, employees may exceed the 14 calendar day limit. Selections that exceed 14 consecutive calendar days will be counted as two selections and the employee will be bypassed on the next round.

3. All employees must designate a preferred leave period not later than 30 January of each year. The Fire Chief will advise employees of the tentatively approved vacation schedule no later than 15 February.

4. Leave designations will be made by seniority. Seniority within the Fire Division will be determined in the following order:

(1) Total time in the Fire Division.

(2) In the event of a tie, service computation dates will be used to break the tie.

5. Employees should cancel any annual leave they have previously scheduled at least 30 calendar days prior to the date of the requested leave.

B. Unscheduled annual leave administration in the Fire Division will be governed by the following:

1. Unscheduled annual leave cannot be turned in more than 30 days prior to the date of requested leave. Requests for unscheduled annual leave will be on a first come, first serve basis. Approval/disapproval of these requests will be dependent upon available manpower and scheduled training/work assignments.

2. Unscheduled annual leave requests may be granted as long as manning requirements are maintained.

3. Unscheduled annual leave may be taken when projected manning is one person above the minimum manning level. However, the person who requests this type of unscheduled leave understands that they must be able to report to duty to the mainland Fire Division within 2 hours of the scheduled start of their shift. Employees who

are “on the bubble” must call in by the scheduled start of their shift to determine whether or not their request for annual leave will be approved.

SECTION 12.

a. A fully manned engine company may use on-base recreation facilities open to civilian employees between 1600 and 2200 hours, Monday - Friday. Week-end and holiday usage of the above cited facilities may commence after the scheduled workday is completed.

b. The crash crew may use on-base recreation facilities open to civilian employees after the airfield has closed, as long as one (1) fully manned crash truck remains at the airfield (stations 2 and 3).

c. All emergency vehicles must meet required response times. In all instances use of on-base recreation facilities is subject to supervisory approval.

d. When the Fire Division is over-manned, extra personnel will be allowed to use on-base recreation facilities under the guidelines specified above.

SECTION 13. Employees who have been in a sick-leave status for more than three (3) consecutive work days shall report to the dispensary on his/her first day back to work.

SECTION 14. Both parties agree that the establishment of a joint labor management committee (LMC) is of vital interest and of mutual benefit. The purpose of this committee is to review and provide recommendations on proposed changes to working conditions in the Fire Division. Each party reserves the right to appoint and remove their respective members of the committee. Division expenditures made out of JAC monies will be made from a proposed listing of purchases provided by the LMC; training will be a standing item on this listing. Expenditure of JAC monies on other items not provided on the recommended listing of purchases will be reviewed by the LMC before their purchase. The LMC may provide recommendations for other division purchases that affect the working conditions of the bargaining unit. The Fire Chief will maintain final decision authority for all division expenditures.

SECTION 15. All Fire Division vacancies at Point Mugu or San Nicolas Island that management elects to fill by reassignment will be filled in accordance with the following procedures:

a. The reassignment opportunity will be posted on all Fire Division Bulletin Boards for a period of 14 calendar days.

b. Employees must indicate their interest in the reassignment opportunity, in writing, to the Assistant Fire Chief/Fire Chief.

c. The Employer reserves the right to select the most qualified candidate for the reassignment.

d. In the event there is more than one candidate qualified for the position and the qualifications are equal, the Employer will place the most senior employee in the position.

e. Seniority will be determined as follows:

(1) Total time in the Fire Division.

(2) In the event of a tie, service computation date will be used to break the tie.

ARTICLE 29

LAW ENFORCEMENT OPS DIVISION - WORKING CONDITIONS

SECTION 1. All equipment provided by the Employer to Police Officers/Communication Center Assistants for the performance of assigned duties will be in accordance with applicable rules and regulations.

SECTION 2. The Union will be notified prior to any change in uniform requirements. The Union may request negotiations on the impact and implementation of any such change in uniform requirements as outlined in Article 4, Matters Appropriate for Discussions and Negotiations.

SECTION 3. Police Officers will be allowed to "trade time" (substitute for one another on a shift, or some part thereof) if the following criteria are met:

- a. The trading of time is done voluntarily by the employees participating and not at the behest of the Employer;
- b. The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters;
- c. A record is maintained by the Employer of all time traded;
- d. All time traded must occur within the same pay period;
- e. The employee must have prior approval from the shift supervisor, Assistant Chief or Chief of Police;
- f. Submit the request no later than the last day of the preceding pay period;
- g. Comply with applicable regulations and law.

Trading time between shifts may be allowed, subject to the conditions described above. However, the following restrictions are applicable:

- a. At no time will the trading of time between employees result in more than 40 hours worked per week per employee;
- b. Employees trading time are aware that it may affect their entitlement to night pay differential and/or premium pay for the day(s) involved;
- c. At no time will any employee be allowed to work back-to-back shifts without an eight-hour rest period in between, for the purpose of trading time.

SECTION 4. Standard Police Identification cards (PMTTC 5512/93 [4-87] or subsequent revisions of this form) will be provided for the official use of NAWS Point Mugu Police Officers. These Police Identification cards shall remain the exclusive property of the United States Government and shall be surrendered upon termination, separation, or upon official notice from the Employer. Police Officers who retire from the federal civil service will be allowed to retain their Police Identification cards in order to participate in Police Olympics and to receive discounts applicable to Law Enforcement personnel. These cards shall clearly identify the bearer as a retired Police Officer from NAWS Point Mugu and shall not be used for any other purpose than those described above. Police Identification cards issued to retired personnel remain the exclusive property of the United States Government and shall be surrendered upon official notice from the United States Government.

SECTION 5. Both parties agree that the establishment of a joint labor management committee is of vital interest and of mutual benefit. The purpose of this committee is to review and provide recommendations on proposed changes to working conditions in the Security Department. Each party reserves the right to appoint and remove their respective members of the committee.

SECTION 6. Police Officers, during Code 7, shall have the right to eat their meals at any meal facility on station or the Beach Motel snack bar.

ARTICLE 30

GRIEVANCE PROCEDURE

SECTION 1. This Article establishes the exclusive procedure available to the employees in the unit, the Union, and the Employer for resolving all grievances which fall within its scope.

a. The following are excluded from coverage of this grievance procedure:

- (1) A claimed violation of prohibited political activities.
- (2) Retirement, life insurance, health benefits, and matters under the auspices of the Office of Workers' Compensation Program, U.S. Department of Labor
- (3) A suspension or removal 5 USC 7532 (national security),
- (4) Any examination, certification or appointment of candidates for federal employment,
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee,
- (6) Non-selection for promotion from a group of properly ranked and certified candidates,
- (7) Termination of probationary employees,
- (8) Equal Employment Opportunity Complaint,
- (9) Matters appealable to the Merit Systems Protection Board (MSPB), including adverse actions (separation, change of lower grade) resulting from reduction in force,
- (10) Non-adoption of a suggestion,
- (11) Allegations of mismanagement,
- (12) Any matter which both parties agree to raise to the Comptroller General for a decision.

b. An employee may not file a grievance and a formal EEO complaint on the same issue. In the event that an employee raises a matter of concern through both the negotiated grievance procedure and the formal EEO complaints procedures, the grievance will be canceled.

SECTION 2. Grievances may be initiated by employees, either singularly or jointly or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

SECTION 3. If two or more employees initiate identical grievances where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select

one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

SECTION 4. Union grievances shall be filed in writing and submitted to the Commanding Officer, Naval Air Weapons Station, Point Mugu, with a copy to the Point Mugu Labor Relations Officer, Code 731000E. The Commanding Officer shall respond within fifteen (15) workdays of receipt of the grievance.

SECTION 5. Employer grievances shall be filed in writing with the Union President. The Union President shall respond within fifteen (15) workdays of receipt of the grievance.

SECTION 6. The processing of employee grievances shall be as follows:

a. **Step 1. Informal Stage:** The purpose of this step in the grievance procedure is to resolve the issue giving rise to the grievance at the lowest level. An employee with a grievance will inform the first level of authority in his or her Supervisory Chain of Command (immediate supervisor), of the nature of the grievance within ten (10) working days after the grievant is aggrieved or becomes aware of a grievable situation. A copy of the informal grievance will be provided to the Point Mugu Labor Relations Officer, Code 731000E. The employee and/or his/her representative may elevate the grievance to the formal stage if resolution is not reached within ten (10) working days after the informal grievance is filed. This timeframe may be extended at the mutual consent of all parties.

b. **Step 2. Formal Stage:** If the grievance cannot be resolved at the informal level, the employee will inform the second level of authority in his or her Supervisory Chain of Command (second level supervisor), of the nature of the grievance within 15 working days of his/her receipt of the decision at the informal stage. A copy will be provided to the Point Mugu Labor Relations Officer, Code 731000E. The grievance will be presented in writing, signed by the grievant or his/her representative and shall identify:

- (a) The basis for the grievance.
- (b) The date of the occurrence or awareness of the incident being grieved.
- (c) The corrective relief sought.
- (d) The date of receipt of the Informal Stage decision.
- (e) The identity of the representative, if any.

An inquiry into the matter will be made by the Employer. The grievant, his representative, if any, and the Union President will be informed of the findings within fifteen (15) work days from the date upon which the grievant presented the grievance.

EXCEPTIONS: (1) For Merit Promotion Rating/Ranking grievances only, the first step shall be with the Point of Contact for the Point Mugu Operations Division, Human Resources Department, the second

step shall be with the Operations Division Head, Human Resources Department, and the third step shall be with the Head, Human Resources Department.

c. Step 3. If the grievant is dissatisfied with the solution arrived at through Step 2, the grievance may be forwarded in writing to the Commanding Officer, Naval Air Weapons Station, Point Mugu, with a copy to the Point Mugu Labor Relations Officer, Code 731000E, within fifteen (15) work days of his/her receipt of the decision at the second step. The Commanding Officer or his designee shall conduct an inquiry and may meet with the grievant, and his/her representative. A written decision on the grievance will be given to the grievant and the Union President within ten (10) work days after the closing date of the inquiry. Such inquiry shall be accomplished within five (5) workdays following receipt of the second step grievance.

c. Step 4. If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration. A written request to go to Arbitration must be submitted to the Point Mugu Labor Relations Officer, Code 731000E, within fifteen (15) workdays following receipt of the Step 3 decision.

SECTION 7. Full and open discovery of information pertinent to a grievance shall be the goal of the Union and the Employer. Requests for information by the Union will be put in writing and submitted to the Point Mugu Labor Relations Officer, Code 731000E. Each request will clearly identify the information requested.

SECTION 8. The time limits in this Article may be extended by mutual agreement between the grievant, his/her representative and the Employer. A grievant may withdraw the grievance at any time. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the grievant to present the grievance to the next step. The Employer will provide the Union President with a written explanation for the untimeliness of a response. The explanation will be signed by the official having action on the untimely response. If the grievant or his/her representative fails to observe the above stated timeframes, a determination regarding the timeliness will be made by the arbitrator, if arbitration is invoked by the union.

SECTION 9. If the grievant(s) resigns, dies, or is separated from the unit by any action before a decision is reached on the grievance, and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision. The Union reserves the right to pursue within agreed time limits any grievance that is in the common good for other employees of the unit.

ARTICLE 31

ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, either the Employer or the Union may within fifteen (15) work days after issuance of a Step 3 final decision submit a written request for arbitration. Only the Employer or the Union may submit a grievance to arbitration.

SECTION 2. The Parties shall meet to select a panel of arbitrators who will be used for all arbitration cases during the life of this Agreement. The panel shall consist of not less than seven (7) names of currently active arbitrators. If at any time during the life of this Agreement an arbitrator listed becomes unavailable due to retirement, death, etc., and there remains fewer than seven (7) arbitrators, the Parties shall meet to select a replacement.

SECTION 3. The party invoking arbitration must take action within 120 days to initiate joint selection of the arbitrator and scheduling of the arbitration date, or the grievance will be rendered moot.

SECTION 4. The arbitrator's fee and expenses shall be borne by the losing party. The arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated the losing party, the arbitrator shall determine the percentage of arbitration cost to be paid by each party. Where the Union and the Employer mutually request a transcript or the arbitrator requests a transcript, the cost will be shared, otherwise the party requesting the transcript shall bear the expense. The Union and the Employer shall share equally the expense of any mutually agreed upon services.

SECTION 5. The arbitration hearing will be held, if possible on the Employer's premises and during the regular day shift hours. An arbitrator will be jointly hosted by the Employer and the Union as an official visitor. The arbitration hearing will be held at a mutually agreed upon location. The Union representative, the grievant, or any employee called as a witness will be granted official time to the extent necessary and during which they would otherwise be in a duty status to participate in the official proceedings. As necessary, duty hours of participants will be changed to meet the needs of an arbitration hearing. The intent is that an employee shall not suffer a loss of pay or benefits as a result of his/her participation in an arbitration proceeding. However, overtime is not appropriate for participation in arbitration hearings.

SECTION 6. The arbitrator will be requested to render a decision within thirty (30) calendar days following the conclusion of the hearing.

SECTION 7. The arbitrator's decision is binding on the Parties; however, either Party may file an exception to the decision with the Federal Labor Relations Authority in accordance with the Act.

SECTION 8. The arbitrator will not change, modify, alter, delete or add to the provisions of this Agreement. Such right is the prerogative of the Parties only.

ARTICLE 32
UNION FACILITIES

SECTION 1. The Employer will continue to provide the current space located in Trailer 10097 and SNI or like accommodations (minus the spaces as follows: showers, kitchen, dining room where copier is located) to the Union for its exclusive use to represent and service the bargaining unit employees and to conduct necessary Union functions.

SECTION 2. The Union's phone number will be listed in the phone books of the Employer. The Union will pay all toll charges or use a credit card for toll calls not permitted in applicable instructions/regulations or for non-representational duties. The Employer will pay toll charges, up to \$350 per fiscal year, that are associated with the Union's representational duties. Any toll charges over this amount will be paid by the Union.

SECTION 3. Subject to prescribed security considerations the Employer's facilities may be used for Union meetings, outside of regular working hours upon written request by the Union.

SECTION 4. The Employer may provide space for announcements of Union meetings and other activities in the base newspaper, i.e., The Missile, subject to the provisions of applicable Public Affairs regulations.

ARTICLE 33

UNION DUES WITHHOLDING

SECTION 1. An employee of the unit may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 and submitting it to the Payroll Office via the Union representative and the Point Mugu Labor Relations Officer, Code 731000E. The allotment will be effective the first full pay period after the Standard Form 1187 has been received in the Payroll Office, provided the form is received by the Payroll Accounting Branch three (3) working days prior to the beginning of the pay period.

SECTION 2. The Union is responsible for procuring the Standard Form 1187, distributing the form to its members, certifying to the amount of the dues, delivering the completed forms to the Point Mugu Labor Relations Officer, Code 731000E; educating its members on the program for allotment and payment of dues, the voluntary nature of dues allotment and the uses and availability of the Standard Form 1187.

SECTION 3. An allotment will be terminated when an employee leaves the unit as a result of resignation, retirement (or other separation from the rolls of the activity), or other personnel action (except temporary promotion or detail); when the dues withholding agreement between the activity and the labor organization is suspended or terminated; when the employee has been suspended or expelled from the labor organization, or upon request by the employee.

SECTION 4. The Union will notify the Point Mugu Labor Relations Officer, Code 731000E, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

SECTION 5. An employee may not revoke a dues withholding allotment for a period of one year from the effective date of the allotment. Employees who have had a dues allotment in effect for one year may revoke their dues withholding effective the first pay period following the anniversary date of their signing the allotment form provided the revocation form is received by the Point Mugu Labor Relations Officer, Code 731000E prior to the anniversary date. Standard Form 1188 (Revocation Form) may be obtained from the Point Mugu Labor Relations Officer, Code 731000E.

SECTION 6. Whenever a revocation Standard Form 1188 is received by the Point Mugu Labor Relations Officer, Code 731000E a copy of the completed form will be sent to the Union.

SECTION 7. The Payroll Office will forward to the Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169, within three (3) work days after each payday all the following:

a. A list in duplicate which will contain the name and payroll number of each employee member of the Union on voluntary allotment, and the amount of such allotment deduction made for such employee member. A copy of the list will also be sent to the Union President.

b. A check drawn by the Finance Office on the Treasury of the United States and made payable to the Comptroller, Fiscal Office, National Association of Government Employees, in an amount equal to the total of all such monetary allotment deductions.

c. At least three (3) work days prior to the start of a new pay period, the Union will notify the Employer of any error which it believes has been made in the amount of dues previously transmitted. Upon verification of an error reported by the Union or discovered by the Employer, the Employer will make an appropriate adjustment in the amount transmitted for such new pay period. An explanation of any such adjustments will accompany the check in which such adjustment is reflected.

SECTION 8. This Article is subject to revision at such times as may be necessary to comply with changes in Navy or OPM Instructions. It is also subject to revision at such time as the Union will change the address to which remittance checks are to be sent or if the Union will change the amount of dues to be allotted. In the latter case, the Union will give all employee members notice of such change in the amount of the dues. Any such change in the amount of an employee's regular dues, with consequent change in the amount of the allotment of such employee per biweekly pay period, will become effective with the deduction made on the first pay period after the notice has been received by the Point Mugu Labor Relations Officer, Code 731000E.

SECTION 9. If this Agreement cannot be renegotiated by its termination date because of impasse, third Party proceedings involving a negotiability dispute, or a unit representation question, dues withholding arrangements as set forth in this Article will continue until the matter is resolved. Failure by the Parties to agree on an extension of the Agreement.

ARTICLE 34

PUBLICIZED AGREEMENT

SECTION 1. The Employer shall reduce this Agreement and amendments to a pocket-size booklet. The Union and Employer recognize the individual employee's responsibility of obtaining the current Agreement. Each bargaining unit employee will be authorized reasonable official time to obtain a copy of the Agreement and amendments from the Union office.

SECTION 2. The Union may post a copy of this Agreement on the approved boards.

SECTION 3. All new or reinstated employees will be advised of the Union's exclusive recognition status and present.

ARTICLE 35

DURATION OF AGREEMENT AND AMENDMENTS

SECTION 1. All provisions of this Agreement will become effective on the date of approval by the Department of Defense or in accordance with the Act.

SECTION 2. This Agreement will remain in full force and effect for a period of three (3) years from the date of approval. Thereafter, the Agreement will be updated to conform to law and regulation and be submitted for approval as provided for in Section 1 of this Article to extend for periods of one (1) additional year, unless either Party submits to the other Party a written request to renegotiate this Agreement. This request must be submitted not more than ninety (90) days and not less than sixty (60) days prior to the terminal date of the Agreement. This Agreement will terminate and not be enforceable at any time it is determined that the labor organization is no longer entitled to exclusive recognition or after such recognition has been relinquished by the labor organization.

SECTION 3. This Agreement is subject to modification or amendment as follows:

a. Amendment(s) may be necessary after the effective date of this Agreement because of changes in applicable laws or Executive Orders. When this occurs, the Parties will meet to bring the contract in conformance with the requirements of such laws or Executive Orders.

b. This Agreement is subject to modification or amendment(s) by mutual consent of the Parties. Request for amendment(s) by either Party must be in writing and must include a summary of the proposed amendment(s). The Parties will meet within fourteen (14) calendar days after receipt of the proposed amendment(s) to discuss the matter.

c. If the Parties agree that modification(s) or amendment(s) are warranted, they will proceed to negotiate the matter. No changes will be considered except those having a bearing directly on the subject matter(s) agreed to by the Parties.

SECTION 4. Amendment(s) as agreed to under Section 3 will, upon acceptance by both Parties and approval in accordance with Section 1 of this Article, become a part of and subject to the same terms as this basic Agreement.

SECTION 5. When renegotiation is in progress, but will not be completed by the terminal date of the existing Agreement, the Agreement may be extended for a specific period by mutual consent of the Parties.

ARTICLE 36

COMMERCIAL ACTIVITIES

SECTION 1. The Employer and the Union retain their rights with respect to commercial activities as provided in 5 U.S.C. 7106.

SECTION 2. As requirements become known, the Union will be notified, in writing, of the functions scheduled for study under the Commercial Activities Program.

SECTION 3. Both parties recognize the importance of an accurate Performance Work Statement (PWS). The Union will be provided an opportunity to review the PWS during developmental stages for commercial activity studies that affect bargaining unit employees. The solicitation process will not be delayed by these reviews. Comments provided by the Union will be carefully considered by the Employer. A copy of the PWS will be provided to the Union when it is made public.

SECTION 4. The union will be advised of commercial activity study decisions. The Employer agrees to negotiate the impact and implementation of these decisions if requested by the Union.

THIS AGREEMENT, executed on the 27th day of November, 1996 by the Parties hereto as evidenced by the following signatures:

For the Union:
National Association of
Government Employees (NAGE)
Local R12-33

For the Employer:
Naval Air Warfare Center
Weapons Division, Pt Mugu Site

JAMES CONLEY
Chief Negotiator

STEPHEN D. BEAL, CAPT, USN
Negotiator

LOUIS W. ROGERS
Negotiator

AMILY HOULBERG
Negotiator

LOWELL BOARDMAN
Negotiator

TAMMY MORRISON
Negotiator

JOYCE STUDEBAKER
Negotiator

ED ROMERO
Negotiator

KIRK LOTT
Negotiator

ARLENE BLACK
Negotiator

J. V. CHENEVEY
Rear Admiral, U. S. Navy
Commander, Naval Air Warfare Center
Weapons Division

SIGNED THIS ____TH DAY OF _____ 1996.

AGREEMENT

Between

**NAVAL AIR WARFARE CENTER
WEAPONS DIVISION
WHITE SANDS
White Sands Missile Range,
New Mexico**

and

**NATIONAL FEDERATION OF
FEDERAL EMPLOYEES
LOCAL 2049**

Effective 14 January 1997

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ARTICLE 1 - Preamble

Section 1. In accordance with the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with all supplemental agreements and amendments which may be agreed to at later dates constitute an agreement by and between the Naval Air Warfare Center Weapons Division, White Sands Missile Range, New Mexico, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 2049, hereinafter referred to as the Union.

Section 2. In consideration of the mutual covenant herein set forth, the parties hereto, intending to be bound, hereby agree as follows:

WHEREAS, the public interest requires high standards of employee performance together with the continual development and implementation of modern and progressive work practices to improve employee performance and efficiency, the Union, as the representative of the employees, agrees to support the Employer in these efforts and promote the development of good will and eliminate waste in all forms; and

WHEREAS, the well being of the employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the Employer also agrees that, supervisors at all levels are to provide positive leadership and set a good example for all bargaining unit employees; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to the law and the paramount requirements of public service, effective Labor-Management Relations within the Federal Service require a clear statement of the respective rights and obligations of labor organizations and agency management;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 2 - Precedence

Section 1. In the administration of all matters covered by this Agreement the parties are governed by: existing or future laws, including appellate decisions related thereto; published regulations of appropriate authorities; and future regulations of appropriate authorities not in conflict with this Agreement. This section is not to limit the Union's rights (compelling need) under 5 USC 7117(a) (2).

Section 2. Any provisions of this Agreement found to be invalid by a court or other appropriate authority shall be considered void. All other provisions shall remain in effect to the duration of this Agreement.

Section 3. This does not preclude the parties from negotiating over the impact of the above stated laws and regulations, or the procedures to be used in implementing any changes required above.

ARTICLE 3 - Purpose

The parties having as their intended purpose to promote and improve the well being of its employees and the efficiency and effectiveness of Government administration in areas of personnel policies and practices affecting working conditions in the Federal Service agree to the establishment of orderly procedures as herein provided, for meeting, conferring or negotiating on matters which are permitted by applicable laws and regulations. The Union in fulfilling its obligations will represent all the employees in the unit without discrimination because of race, color, religion, sex, age, national origin, or handicapped condition and without regard to membership in the Union. It is recognized by both parties that in order to bring about the stated purpose of this agreement and preserve the public trust in carrying out the mission of the Naval Air Warfare Center Weapons Division, White Sands, a cooperative and constructive relationship must exist between the Union and the Employer.

ARTICLE 4 - Recognition and Unit Designation

Section 1. The Employer recognizes Local 2049 of the National Federation of Federal Employees as the Union and the exclusive representative of all General Schedule and Wage Grade employees of the Naval Air Warfare Center Weapons Division, White Sands Missile Range, New Mexico. All supervisors, management officials and any other employee excepted under 5 USC 7112 are excluded from this bargaining unit.

Section 2. The Union and the Employer will meet when necessary to determine whether or not new positions should be included in the bargaining unit.

ARTICLE 5 - Definitions

The parties agree that, for purposes of interpretation and application of this Agreement, the definitions stated below apply for the words and phrases so defined. Other words or phrases in this agreement shall be interpreted in accordance with definitions in the Code of Federal Regulations, or other appropriate authorities, if defined therein.

Act

A
Civil Service Reform Act of 1978.

| | |
|-----------------|--|
| Bargaining Unit | <p style="text-align: center;"><u>B</u></p> <p>A group of employees represented by the National Federation of Federal Employees (NFFE), Local 2049, at NAWCWPNS WS.</p> |
| Day | <p style="text-align: center;"><u>D</u></p> <p>Means calendar day unless otherwise stipulated.</p> |
| Employee | <p style="text-align: center;"><u>E</u></p> <p>Unless otherwise modified in the context in which used, employee is defined as a member of the NAWCWPNS WS certified bargaining unit of NFFE Local 2049.</p> |
| Employer | <p>The Naval Air Warfare Center Weapons Division, White Sands Missile Range, NM, and any individual empowered to act for management in an official capacity.</p> |
| Grievance | <p style="text-align: center;"><u>G</u></p> <p>Grievance means any complaint:</p> <ul style="list-style-type: none"> a. by an employee concerning any matter relating to the employment of the employee. b. by an labor organization concerning any matter relating to the employment of any employee; or c. by any employee, labor organization, or agency concerning: <ul style="list-style-type: none"> (1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (2) any claimed violation, misrepresentation, of misapplication of any law, rule or regulation affecting conditions of employment. |
| Impasse | <p style="text-align: center;"><u>I</u></p> <p>The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning</p> |

negotiable matters through the negotiation process.

| | |
|---------------------------|--|
| Management Representative | <p style="text-align: center;"><u>M</u></p> <p>An individual empowered by the Employer to perform investigatory advisory, and/or representational duties on its behalf.</p> |
| Negotiability Dispute | <p style="text-align: center;"><u>N</u></p> <p>A disagreement between the parties as to the negotiability of an item which must be resolved in accordance with the rules and regulations of the Federal Labor Relations Authority.</p> |
| Negotiate | <p>A good faith effort by the parties to reach an agreement. Included in this negotiation process is the ability of either party to seek assistance from the Federal Service Impasse Panel.</p> |
| Negotiation | <p>Bargaining by representatives of the Employer and the Union on appropriate issues relating to personnel policies, practices, and matters affecting working conditions, with the purpose of arriving at a formal agreement.</p> |
| Officers | <p style="text-align: center;"><u>O</u></p> <p>A NAWCWPNS WS employee elected or appointed to a NFFE Local 2049 officer position.</p> |
| Other Duties as Assigned | <p>When the term “performs duties as assigned” or its equivalent is used in a position description, the term is mutually understood to mean tasks that are normally related to the position.</p> |
| Steward | <p style="text-align: center;"><u>S</u></p> <p>A NAWCWPNS WS employee assigned to Steward duties by NFFE Local 2049.</p> |
| Supplements | <p>Additional articles negotiated during the term of the basic agreement concerning matters not previously covered by the basic agreement.</p> |

| | |
|-------------------------------------|--|
| Union | <u>U</u> The National Federation of Federal Employees Local 2049, its Officers and Stewards. |
| Union-Management Meetings | Meetings held for communications and exchange of views with the intent of agreeing on matters of mutual interest. |
| Union Official/Union Representative | An accredited National Representative of the Union or the duly elected or appointed officials of Local2049, including designated stewards. |

ARTICLE 6 - Management Rights

Section 1. The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations which include:

- a. The right to determine the mission, budget, organization, number of employees and internal security practices of the Employer; and
- b. In accordance with applicable laws:
 - (1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from:
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. The right to make reasonable rules and regulations is an acknowledged function of the Employer, subject to any limitations set forth in this Agreement and the law. However, nothing in this Article will preclude the Employer and the Union from negotiating:

a. At the election of the Employer, on the number, types, and grades of employees of positions assigned to any organizational sub-division, work project or tour of duty, or the technology, methods and means of performing work.

b. Procedures which officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such officials.

ARTICLE 7 - Employee Rights

Section 1. Each employee in the bargaining unit covered by this agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 2. Nothing in this agreement prevents a bargaining unit employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policies, or from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or statutory appeal action, except those filed under the negotiated grievance procedure.

Section 3. Nothing in this agreement shall require an employee to become or to remain a member of labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 4. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Act, the negotiated grievance procedure, or any other established procedure for redress of employee dissatisfaction.

Section 5. The Employer shall take such action consistent with law and regulations, as may be required, in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978, and this Article.

Section 6. **ACCOUNTABILITY:** An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees.

Employees shall have the right to engage in outside activity, except as limited by law or regulation of higher authority. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities not related to their Federal employment. The Employer recognizes the right of employees to

conduct their private lives as they deem fit as long as their actions do not adversely affect their work performance or the Employer.

Section 7. No employee will be disparately treated by either the Employer or the Union because of race, color, religion, sex, national origin, age, marital status, handicapping condition, or lawful political affiliation.

ARTICLE 8 - Union Rights and Representation

Section 1. As the exclusive representative of employees in the bargaining unit covered by this agreement, the Union is entitled to act for and negotiate agreements covering all employees in the unit.

Section 2. The Employer agrees to negotiate with the Union on all negotiable matters required by law affecting the employees or their conditions of employment or, as applicable, on the implementation of any new policy or change in policy affecting the employees or their conditions of employment.

Section 3. Union representatives shall be given the opportunity to be present at formal discussions between one or more representatives of the Employer and one or more bargaining unit employees, or their representatives concerning grievances, personnel policies and practices or other general conditions of employment. The Union shall be notified in advance of such formal meetings.

Section 4. The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests representation.

Section 5.

a. The Employer will recognize the duly elected Local officers and official representatives designated by the Union, including NAWCWPNS WS stewards. The Union will supply the Employer, in writing, and will maintain a current basis, a list of the Union officers and officials, including the stewards' areas of representation. The Employer will recognize as stewards only employees who work in the bargaining unit covered by this agreement, and who are officially designated in writing by the Union.

This does not preclude the Union from electing members from outside the bargaining unit to hold an office within NFFE.

b. The number of stewards authorized shall be the number reasonably required in order to ensure that each bargaining unit employee shall have access to a steward on his/her work shift and work location.

c. The stewards will represent the employees of their designated area(s) in dealings with supervisors about the applications of personnel practices and policies, and other matters affecting working conditions in the designated area(s). Officers or stewards as assigned, are authorized to represent individuals in any part of the bargaining unit. Normally the designated steward in the area where the need for a representative arises will perform the representational duties required. When there is no steward available, the Union may assign a different NAWCWPNS WS steward. Upon request from either party, stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party.

d. The Union or the national representative shall provide advance notice to the Employer of visits to be made by representatives of the National Office, or will call upon arrival when such advance notice is not practicable.

Section 6. Union officers and stewards, if otherwise in an active duty status with NAWCWPNS WS, will be allowed a reasonable amount of official time away from their assigned duties without loss of pay to receive, investigate, prepare, and present employees grievances, appeals, or complaints or to discuss with appropriate officials of the Employer other negotiable matters related to personnel policies, practices, and working conditions affecting bargain unit employees. Representation shall occur at the lowest level at which a matter can be resolved, and the initial attempt at resolution normally should occur between the Union steward and the first level supervisor. If either party believes resolution of a matter of concern is outside its jurisdiction, the matter shall be referred to those officials of the Employer or the Union who have the authority to act upon the problem. The Union agrees that it will guard against the use of excessive time whenever such representational duties are being performed during regular duty hours. Reasonable time for receiving, investigating, preparing, and presenting a complaint, grievance, or appeal must necessarily depend on the facts and circumstances of such – e.g., number and nature of allegations, number and complexity of supporting evidence, availability of documents and witnesses and similar considerations. The Employer shall pay the travel and per diem expenses incurred by (1) an employee, and (2) any other single employee representing the Union as the employee's representative while using official time to attend Merit Systems Protection Board (MSPB) proceedings when such proceedings are not held on base.

Section 7. Union officers and stewards, when they are required to leave their worksite to perform representational duties, shall first obtain permission from their immediate supervisor, or in the absence of the immediate supervisor, the next higher level of supervision. Such permission will normally be granted unless compelling circumstances preclude leaving at that particular time. If permission is denied, the supervisor will inform the Union representative of the reason for the denial and of the earliest possible time when the Union representative can leave his/her worksite. If the Union representative must meet with supervisors, management officials, or employees in another shop or worksite, he/she will ensure that these individuals are available to meet before leaving his/her work area by contacting the supervisor, management official, or the employee's supervisor. Union representatives will report to their immediate supervisors upon return to their assigned work areas.

Section 8. Any bargaining unit employee serving as a Union negotiator in collective bargaining sessions with the Employer shall be authorized official time for such purposes, including attendance at impasse proceedings, during the time the bargaining unit employee otherwise would be in a duty status. The number of bargaining unit employees for whom official time is authorized for negotiations shall not exceed the number of individuals designated as representing the Employer for such purposes.

Section 9. When the Employer calls a meeting with Union representatives or arranges such a meeting at the request of the Union to discuss matters of mutual interest, the Union representatives will be granted official duty time for such meetings, provided they are otherwise in an active duty status.

Section 10. All official time used by Union representatives in performing authorized representational duties under this Article will be recorded on an official time form to be mutually agreed upon by the Employer and the Union (Appendix A). Union representatives and supervisors will be responsible for promptly and accurately completing their respective portions of the form.

Section 11. There shall be no coercion or discrimination against any Union representative because of the performance of duties in consonance with this agreement and the Civil Service Reform Act.

Section 12. Bargaining unit members who desire to attend the monthly union membership meeting may request in advance from their supervisors a change of schedule for that day. Such a change of schedule will require the bargaining unit employee to make up the duty time missed on that same day. Subject to mission requirements, the Employer agrees to normally grant such advance requests for a schedule change.

ARTICLE 9 - Meetings

Section 1. Joint Union-Employer meetings shall be held at mutually agreeable times upon request by either party. Either party desiring to meet shall give advance notice to the other party. Specific item(s) for discussion normally will be provided in advance of the meeting by either party, although items not submitted may be discussed if it is mutually agreed to do so. A summary of the meeting reflecting items discussed and decisions reached, shall be furnished the Union by the Employer when the parties mutually agree in advance that a written record of the meeting is necessary. New or changed policy proposals which cannot be readily agreed to at a Union-Employer meeting may be submitted for negotiation. Union-Employer meetings will be conducted during regular duty hours, with Union representatives in attendance authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

Section 2. The Officer in Charge will meet periodically at mutually agreeable times with the Union for the purpose of exchanging information. The Union's representative(s) and such management representative(s) as the Officer in Charge deems necessary may also attend these meetings. The parties recognize that such meetings shall be informational rather than decisional in nature, and will in no way circumvent the grievance and negotiation procedures set forth in this agreement, nor the Employer's open door policy which provides a forum for the consideration of employee dissatisfaction, nor any other procedures provided for in law or regulation for the resolution of dissatisfaction. A written agenda will be provided to the Officer in Charge by the Union not later than five (5) workdays prior to such meeting. Matters discussed during the meeting will be limited to items stated on the written agenda provided by the Union.

ARTICLE 10 - Negotiations

Section 1. Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith, and in such manner as will further the public interest. The procedures established in this Article shall be used by the parties when negotiating on all negotiable matters required by law affecting the employees or their conditions of employment, or as applicable, on the implementation of any new policy or change in policy affecting the employees or their conditions of employment. These procedures also apply to the negotiation of supplements and amendments to the basic agreement between the parties. The Employer agrees to provide the Union with advance notice of and will negotiate as appropriate on these negotiable matters. Management recognizes the Union's right to submit changes or additional counterproposals at the bargaining table.

Section 2. Upon being notified by the Employer of a proposed new policy or practice, or a proposed change to existing policy or practice, the Union shall have five (5) workdays in which to review the Employer's proposal and advise the Employer of its intentions. If the proposal is acceptable as presented by the Employer, the Union shall notify the Employer of this fact. If the Union has questions regarding the proposal, or desires clarification, the Union shall make a request for clarification from the Employer. The Union will indicate the specific area(s) requiring clarification or discussion, and the Employer will meet with the Union at a mutually agreed upon time. If after discussion with the proponent, the proposal is acceptable to the Union, the Union shall notify the employer of this fact. If the proposal is unacceptable after discussion with the proponent, the Union shall submit a written request to negotiate the proposal to the Officer in Charge within five (5) workdays after the discussion. If there are no questions, and the proposal is not acceptable, the Union shall submit a written request to negotiate the proposal to the Officer in Charge within five (5) workdays after being advised of the proposal. To facilitate the negotiating process, all requests for negotiations shall be accompanied by a copy of the specific counterproposal desired by the Union. Non-response by the Union within the established time frames will be interpreted as acceptance by the Union, and the Employer may implement the proposal without further notice. Negotiations requested by the Union regarding a proposed new policy or practice, or a proposed change to existing policy or practice, which would affect the working conditions of bargaining unit

employees shall be conducted in accordance with the provisions set forth in Sections 3, 4, and 5 of this Article.

Section 3. The following procedures will be used when negotiating amendments or supplements to this agreement. Negotiation sessions may be requested in writing by either party. Such requests shall state the specific subject matter to be considered at such sessions, and shall contain written proposals for consideration by the other party.

- a. The negotiating teams of each party will normally have two (2) members.
- b. Union negotiators who are members of the bargaining unit for which negotiations are being conducted will be authorized official time for the negotiation sessions, during the time the Union negotiators otherwise would be in a duty status.
- c. Upon reaching agreement on a proposed new policy or practice, or a proposed change to existing policy or practice affecting the conditions of employment of bargaining unit employees, the Employer and the Union shall sign the agreement reached, with a copy of the agreement provided to both parties.

Section 4. When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Service Impasses Panel.

Section 5. If an issue develops over the negotiability of any item under discussion by the parties, the issue will be resolved in accordance with applicable provisions of Title VII of the CSRA and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 11 - Grievance Procedures

Section 1. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application, or violation of law, regulations, or this agreement; conditions of employment, including prohibited personnel practice changes; and disciplinary and adverse actions. This article is the only procedure available for the adjustment of grievances by employees or the parties. Grievances may be presented and processed by (a) an employee on that employee's own behalf, in which case the Union shall have the right to be present during the settlement proceedings; (b) an employee represented by the Union; (c) the Union on behalf of an employee; (d) the Union in its own behalf; or (e) the Employer. In exercising their rights to present a grievance, bargaining unit employees and Union representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal.

Section 2. An aggrieved employee affected by a removal or reduction in grade for unacceptable performance, or by an adverse action, or by a prohibited personnel

practice under Section 2302(b) (1) of the Civil Service Reform Act, may at his/her option raise the matter under a statutory appeals procedure, or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option when he/she files under the appellate procedures, or files a timely grievance in writing under the negotiated grievance procedure.

Section 3. The Union and the Employer recognize the importance of settling disagreements and disputes in a prompt, fair, and orderly manner which will maintain the self-respect of the parties involved and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level.

Section 4. Excluded from the grievance procedure and the arbitration process of Article 12 are grievances concerning:

- a. Claimed violations of 5 USC, Chapter 73, Subchapter III, relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under 5 USC 7532, relating to National Security;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction of grade or pay of an employee;
- f. Termination of an employee serving an initial probationary period.

Section 5. Grievances identified in Section 1 above will be processed in the following manner.

Step 1. The grievance shall first be presented orally and/or in writing to the immediate supervisor or lowest determinative level by the grievant and his/her Union representative, if the aggrieved party elects to have one. If the grievance involves the first level supervisor, the grievant may go to the second level supervisor with his/her Step 1 grievance. The Step 1 grievance must be initiated within fifteen (15) workdays of the incident that gave rise to the grievance, unless the grievant was unaware of the incident by such time. In that case, the grievance must be initiated within fifteen (15) workdays from the date the grievant became aware of the incident. The grievant shall plainly identify the discussion as a grievance, provide his/her supervisor with specific details of the grievance, and indicate the personal remedy sought in order to resolve the grievance. Within five (5) workdays of receipt of the grievance the respondent shall hold a meeting

with the grievant to discuss the matter. The supervisor's written response will be provided to the grievant within ten (10) workdays of the meeting date. If the response does not resolve the grievance, the aggrieved may proceed to Step 2.

Step 2. The grievant's request for review shall be submitted in writing to the second level supervisor within ten (10) workdays of the written decision in Step 1. The grievant will be provided with a written response to the grievance within ten (10) workdays after receipt of the request for review. If the response does not resolve the grievance the grievant may proceed to Step 3.

Step 3. The grievant's request for review shall be submitted in writing to the next higher level of management within ten (10) workdays of the Step 2 response. The management official, or his/her designated representative, will review the grievance and conduct an investigation if necessary. The grievant will be provided with a written answer to the grievance within ten (10) workdays following receipt of the request.

Section 6. Step 3 decision may be submitted to arbitration within fifteen (15) workdays as provided in Article 12.

Section 7. If a grievance concerns disciplinary action, it will be initially submitted at the step which is at the first level above the supervisor who took the action; and must be submitted within fifteen (15) workdays following receipt of the decision letter. The grievance will be considered under the provisions of that step.

Section 8. The parties will meet and discuss the grievance in a problem solving, fact finding manner, upon request of either party.

Section 9. If a bargaining unit employee resigns, transfers, or otherwise leaves the bargaining unit prior to the issuance of a final decision on his/her grievance, and no issue of compensation is involved, the grievance will be terminated and all parties notified in writing by the Employer.

Section 10. The time limits cited in Section 5 above may be extended by mutual agreement of the parties. If a time limit is not observed by the grievant, the grievance shall be considered settled. The parties may mutually agree in writing to waive any step in this procedure. Failure on the part of the Employer to meet any time limits will permit the grievance to proceed to the next step.

Section 11. If an employee elects to pursue an allegation of discrimination through the informal EEO complaints process, the time frame to file a negotiated grievance described in Section 5 will start after the issuance of a final interview. It is understood that an employee may not file both a formal discrimination complaint and a grievance over the same issue.

ARTICLE 12 - Arbitration

Section 1. Only those grievances processed through the negotiated grievance procedure in accordance with Article 11, may be submitted to arbitration. Within fifteen (15) workdays following receipt of the Step 3 decision under the grievance procedure, the moving party shall notify the other in writing that arbitration is requested and of the specific reasons for the request. The Union and the Employer are the only parties that may invoke arbitration.

Section 2. Within five (5) workdays after receipt of the arbitration request, the Employer will meet with the Union to jointly select an arbitrator. If the agreement cannot be reached, either party may request the American Arbitration Association or the Federal Mediation and Conciliation service to submit a list of five (5) arbitrators. The parties shall meet within five (5) workdays after receiving the list. If the parties cannot jointly agree to select one of the listed arbitrators, the Union and then the Employer will each strike one arbitrator's name from the list and will then repeat this procedure. The remaining person shall be the arbitrator.

Section 3. Within ten (10) workdays after the receipt of the request for arbitration, the parties will meet to define the issues and to prepare a joint submission to the arbitrator. If the parties cannot agree on a joint submission, each shall submit a separate written statement of the issue(s) to the arbitrator with a copy to the other party. When there are separate submissions, then and only then may the arbitrator determine the issue(s) to be heard; otherwise the arbitrator is bound by the joint submission statement.

Section 4. The arbitrator shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall have no authority to change, modify, alter, delete, or add to the terms of this Agreement as such is the right of the parties only.

Section 5. The fee and expenses of the arbitrator shall be borne equally by the parties. The Employer and the Union shall share equally the expenses of any mutually agreed upon services in connection with the arbitration. Arbitration hearing(s) will be held, whenever practicable, on the Employer's premises and during normal working hours. The Union representative, or any employee called as a witness, will be excused from duty without loss of pay or charge to leave to the extent necessary to participate in the official proceedings; however, overtime or compensatory time will not be paid to employees for time involved in the proceedings.

Section 6. The decision of the arbitrator will be final and binding. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority in accordance with its regulations. If no exceptions are filed, the Arbitration decision must be implemented within ten (10) working days.

ARTICLE 13 - Dues Deduction

Section 1. The Employer agrees to deduct Union dues from the pay of those employees who authorize the deduction in writing in accordance with the provisions of this article.

Section 2. Dues shall be deducted by the Employer beginning the next complete pay period following receipt of an employee's completed and certified authorization form.

Section 3. The Union shall purchase allotment forms and provide them to employees; certify the amount of dues; inform employees of the allotment program, its voluntary nature and the conditions for revocation; and forward the completed forms to the appropriate civilian payroll office.

Section 4. The Employer will forward to the National Federation of Federal Employees, 1016 Sixteenth St., NW, Washington, DC 20036 within five (5) workdays after each payday:

a. An alphabetical listing of the name and payroll number, and the amount deducted for each employee on voluntary allotment. No additional listings other than one (1) for the Employer's Comptroller will be provided.

b. A check drawn on the Treasury of the United States and made payable to the National Federation of Federal Employees, Local 2049.

Section 5. The Union shall notify the Employer of any error which it believes has been made in the amount of dues previously transmitted. Upon verification of an error reported by the Union or discovered by the Employer, the Employer shall make an appropriate adjustment in the amount transmitted for the succeeding pay period. An explanation of the adjustment shall accompany the check in which it is reflected.

Section 6. An allotment shall be terminated when an employee leaves the unit (except for temporary promotion or detail), when the employee has been expelled from the labor organization, or upon request by the employee. The Union shall notify the Human Resources Department in writing within one pay period after a member who has authorized dues withholding is expelled from the Union.

Section 7. Employees may revoke their authorization for allotment for payment of union dues by completing Standard Form 1188 or other written request and submitting it to DFAS representative, with copy to Officer in Charge. Following such submission, the revocation will become effective the first pay period following: (a) the first anniversary date of an employee's signing of the SF-1187 for those employees that have been members for less than one year, or (b) on October 1 of each year for those employees who have been members for more than one year; provided the revocation is received by Officer in Charge prior to that date.

Section 8. Changes in the amount of the Union's dues shall not be made more frequently than once each twelve (12) months.

Section 9. Information and Education

a. The Union will inform and educate its members concerning the program, the voluntary nature of the authorization for the allotment of dues, and the uses and availability of SF 1187 and SF 1188.

Section 10. If employees in the bargaining unit covered by this agreement are changed administratively to a Department of Navy payroll office other than that of the Employer, the Employer will transfer the SF 1187's of the affected employees to the new servicing payroll office for the purpose of continuing dues deductions.

Section 11. Voluntary Nature of the Program

a. Nothing in this Article shall require an employee to become or remain a member of the Union, or to pay money to the Union except through a voluntary written authorization for the payment of dues through payroll deductions in accordance with the provisions of this Article.

ARTICLE 14 - Facilities and Services

Section 1. Reasonable space on official boards of the Employer which are located at or near the worksites or bargaining unit employees shall be available for use by the Union in accordance with applicable regulations. Any information posted by the Union will not violate any law or applicable regulation, or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will ensure that material is kept current, and will maintain its designated bulletin board space in a neat and orderly manner.

Section 2. A copy of this agreement will be furnished to all present and future bargaining unit employees covered by this agreement and to the supervisory personnel responsible for administering this agreement. The cost of printing this agreement shall be borne by the Employer. All new employees shall be informed by the Employer that NFFE Local 2049 is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of this agreement from the Employer, together with a list of the officers and representatives of the Union. The union will provide the listing to the Employer. Representatives of the Union shall be afforded 20 minutes to speak at orientation of new employees, to provide such employees with an introduction to the purposes, goals, and achievements of the Union.

Section 3. The Employer agrees to furnish to the Union, when requested, a complete listing of employees in the bargaining units covered by this agreement. Such listing shall contain names, job classification, and organizational code of each employee.

Section 4. One copy of the NAWCWPNS Human Resources Department developed regulations, and changes as they occur, will be provided to the Union.

Section 5. The Employer agrees to allow NAWCWPNS WS Union Officers and Stewards to use the copy machine located in the Administration Branch office to make a reasonable number of copies of material directly related to their representational

duties. This material will consist of grievances, appeals, responses to proposed disciplinary actions, including supporting documentation, and Union responses to Employer correspondence.

This does not extend to any material relating to the Union's internal affairs. The Union will abide by the standard operational and accountability procedures for the copier.

Section 6. The Employer agrees to provide the following:

a. Use of Room 54, Building N103. Employer will provide a lockable file cabinet and access to a "Class A" telephone (Union agrees to pay for long distance phone calls). A sign will be posted which indicates the days and hours which the Union will have use of this room. Access to this room during the defined days and hours will not be withdrawn without prior negotiation with the Union.

b. A desk, computer and printer, three chairs, and answering machine will be provided to the Union for use at the union facility. The Employer agrees to allow the Union reasonable use of its phone system (to exclude long distance calls) and Employees may use the system for representational purposes.

Section 7. The Union will be allowed access to the internal mail distribution system to distribute newsletters to the bargaining unit. Any other material that the Union desires to distribute through the mail distribution system must be approved by the Executive Officer.

ARTICLE 15 - Basic Workweek and Hours of Duty

Section 1. The NAWCWPNS Compressed Work Schedule instruction is implemented at the White Sands site with the following modifications:

- a. A half-hour lunch will be the norm.
- b. The flexible start-time of work is from 7 to 8 a.m.
- c. The flexible end-time of work is from 4:30 to 5:30 p.m.

Section 2. All tours of duty for bargaining unit employees will be scheduled in advance over periods of not less than one week except when the Employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 3. Lunch periods of thirty (30) minutes will be granted during which time normally the bargaining unit employee is entirely free from duty connection, and normally will be free to leave his/her worksite. When a duty-free lunch cannot be granted, appropriate compensation will be given. Where three (3) eight (8) hour work shifts are in operation, an on the job lunch period of not more than twenty (20) minutes shall be granted and shall be considered time worked for which compensation shall be

allowed. When this on-the-job lunch period is in effect, bargaining unit employees must spend the lunch period in close proximity to their work stations so as to be immediately available to perform their assigned duties.

ARTICLE 16 - Overtime

Section 1. The Employer agrees that overtime within the bargaining unit will be kept to a minimum consistent with mission and workload requirements as determined by the Employer. The Employer agrees that overtime work assignments shall be distributed as equally as practicable on a rotating basis among all qualified employees as determined by management, within the trade, craft, or occupation in the organizational element for which overtime has been authorized. In no case will overtime work be assigned to any employee as a reward or punishment. Bargaining unit employees assigned to work overtime must be qualified to perform the overtime work in a safe, efficient and expeditious manner. Overtime payments must be made no later than two pay periods from the time overtime work is performed.

Section 2. The Employer agrees that overtime records shall be maintained by the supervisor in the organizational element where the overtime is performed and that such records shall be made available to the employee and his/her Union representative upon reasonable request.

Section 3. The Employer shall notify affected bargaining unit employees of the necessity to perform overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made by the Employer to provide this notice at least twenty-four (24) clock hours prior to the scheduled period of overtime. However, the parties agree that emergency situations as determined by the Employer may preclude such advance notice of overtime work.

Section 4. Management will normally excuse an employee from a scheduled overtime assignment if the Employer determines that another qualified employee is available and will to perform the work and that the full work requirements can be met. If a bargaining unit employee is relieved of an overtime assignment under the provisions of this section, the hours of overtime declined will be marked on the overtime record as declined, but will be considered as overtime hours worked for the purpose of determining equity of overtime distribution within the organizational unit.

Section 5. In cases of emergency as determined by the Employer, where bargaining unit employees are not informed of overtime assignments prior to the start of their daily tour of duty, and are expected to work more than two (2) hours beyond the end of their daily tour of duty, a nonpaid thirty (30) minute lunch period to both obtain food at employee expense and to consume it at the worksite will be provided as determined by the Employer. The nonpaid lunch period shall be free from all duty obligations, unless the nature of the work is such that it cannot be interrupted, in which case the Employer will allow a twenty (20) minute on the job lunch break.

Section 6. It is agreed that a bargaining unit employee required to perform overtime work extending beyond the normal daily tour of duty who was not notified of this fact until the day overtime is to be worked, and who is not able to make other transportation arrangements, will be provided government transportation by the Employer in accordance with established policy to his/her appropriate bus checkpoint, or to that point where the employee would normally board a government bus. The Employer reserves the right to charge employees the regular commuter bus fare for their geographic area for this service. When a bargaining unit employee requires such government transportation during a period of inclement weather, or when bus transportation is not available, the Employer will make reasonable efforts to discharge passengers in the vicinity of their destination.

ARTICLE 17 - Leave and Absences

Section 1. Annual leave shall be earned in accordance with applicable laws and regulations. While the taking of annual leave is a right of the employee, the Employer retains the right to determine when such annual leave will be taken. For this reason, the use of annual leave is subject to the approval of the employee's supervisor. Subject to workload requirements and availability of personnel, the Employer agrees to allow bargaining unit employees to schedule at least one week of vacation leave per calendar year in order to allow the employee an opportunity for rest and relaxation away from the worksite. All annual leave requests for vacation purposes shall be submitted by individual employees to their supervisor on or about April 30 of each year. Every reasonable attempt consistent with workload requirements will be made by the Employer to adhere to the established vacation schedule. The parties recognize that unforeseen emergencies may arise which require the use of annual leave which has not been previously scheduled or approved. In such cases the employee will request approval for emergency annual leave directly from his/her immediate supervisor as soon as possible but not later than two (2) hours after the start of the employee's tour of duty if the employee has not reported to his/her worksite. When the first-line supervisor is unavailable, the employee will refer the request to the next level of supervision and then through the chain of command as necessary. The employee will state the nature of the emergency and the expected duration of his/her absence, and approval or disapproval of such requests by the supervisor will be determined on an individual case basis. An employee may be required by his/her supervisor to furnish evidence that the emergency absence was bona fide if the supervisor reasonably suspects abuse. The parties agree that employee requests for short periods of annual leave, other than for scheduled vacations or emergency purpose, will be made to the immediate supervisor as far in advance of the planned absence as possible, but in no case later than the close of the workday preceding the planned absence.

Section 2. Sick leave shall be earned in accordance with applicable laws and regulations. Both the Employer and the Union encourage the careful use and conservation of sick leave by all employees, and the Union agrees to support the sick leave program which is designed to achieve these goals. Sick leave may be used when the employee receives medical, dental, or optical examination or treatment; is incapacitated for the performance of duties by sickness, injury or confinement during

pregnancy; is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease. Sick leave must be requested by employee from his/her immediate supervisor not later than two (2) hours after the start of the employee's scheduled tour of duty. When the first-line supervisor is unavailable the employee will refer the request to the next level of supervision and then through the chain of command as necessary. The employee will explain the reasons for the absence and the estimated duration of the absence. Any absence in excess of three consecutive workdays will require the employee to furnish a medical certificate. Normally, the employee's own certification will be sufficient to support a charge to sick leave for absences of three working days or less. When the supervisor has reason to believe that the use of sick leave has been abused by a bargaining unit employee, the supervisor will counsel the employee in private regarding his/her use of sick leave.

Section 3. The Employer agrees that an absence covering confinement during pregnancy shall be treated the same as any other medically certified temporary disability. An absence for maternity purposes is chargeable to sick leave, annual leave, or leave without pay, as appropriate. Requests for sick leave for confinement during pregnancy must be supported by a medical certificate. An employee who plans to return to work following pregnancy shall be offered continued employment in her position or a like position, unless termination is otherwise required by expiration of appointment, by reduction-in-force, or for similar reasons unrelated to the maternity absence. For such an employee, the total period of absence for maternity reasons will be based on appropriate medical opinion and the Employer's authorization of appropriate leave, consistent with workload and staffing requirements. A male employee may request annual leave or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. The amount of leave authorized by the supervisor shall depend upon the circumstances of the individual case. Similar requests for annual leave or leave without pay for those employees who become adoptive parents will also be evaluated by the Employer on a case-by-case basis.

Section 4. Employees who are members of the National Guard or Reserves will be entitled to military leave in accordance with applicable laws and regulations. This military leave may be used for active duty or for training.

Section 5. If otherwise in a duty status, bargaining unit employees who are registered voters will be granted excused absence to vote in national, state, and local elections, in accordance with applicable regulations. Requests for excused absence to donate blood, perform emergency rescue or protective work, or participate in other worthwhile activities will be processed in accordance with applicable regulations. When operations are interrupted by events beyond the control of the Employer, such as, but not limited to, national emergencies, natural disasters, extreme climatic conditions, breakdown of equipment, and power failures, it is within the discretion of the Employer to close all or part of the activity for short periods, and to grant administrative leave to affected employees in accordance with applicable regulations.

Section 6. Bargaining unit employees whose services are not required by the Employer on a holiday established by federal statute or Executive Order will be excused

from duty without charge to leave, and those excused will be entitled to holiday benefits in accordance with appropriate laws and regulations.

Section 7. The Employer and the Union recognize that normally granting of Leave Without Pay (LWOP) is a matter of administrative discretion, and all requests for LWOP shall be considered in accordance with applicable laws and regulations. LWOP shall be granted upon request to employees otherwise entitled to LWOP who are disabled veterans in need of medical treatment, or are members of the Reserves or National Guard, in order to perform military training duties.

Section 8. The Employer and the Union agree that it is the civic responsibility of bargaining unit employees to respond to calls for jury duty and witness service. The Employer will request that its employees be excused from court proceedings only in those instances where their services are required to meet essential work requirements. Court leave for jury duty and witness service shall be authorized in accordance with applicable law and regulations.

Section 9. Tardiness and brief absences from duty of less than one (1) hour may be excused without charge to leave at the option of the supervisor when reasons appear to be adequate to the supervisor. When an employee is frequently tardy or otherwise absent from duty when the reasons are not adequate to the supervisor, such absences and tardiness will be charged to annual leave or absence without approved leave (AWOL), as appropriate. Each case of tardiness or brief absence from duty shall be considered on its own merits by the Employer.

Section 10. The parties recognize and agree to comply with FMLA and FFLA provisions.

ARTICLE 18 - Merit Promotion and Details

Section 1. The Employer agrees that all competitive promotion actions to positions within the bargaining unit will be based on merit and will be made in accordance with applicable law and regulations. Training sessions may be conducted and quarterly articles will be published in the Plan of the Week by the Employer for bargaining unit employees to enhance their understanding of the principles and operation of the activity merit promotion plan.

Section 2. The Merit Promotion Plan for NAWCWPNS will be implemented at the White Sands site with the following modifications:

a. The initial certificate of eligibles for bargaining unit vacancies filled through merit promotion will be limited to NAWCWPNS White Sands employees.

b. All vacancies which are subject to competitive promotion procedures shall be publicized within the bargaining unit by means of posting job vacancy announcements on official bulletin boards. The union will be furnished a copy of each job vacancy

announcement concurrent with the posting. When a position within the bargaining unit is to be filled under competitive promotion procedures, the job vacancy announcement will identify the position title, occupation series, grade, organizational and geographic location, area of consideration, job duties and responsibilities, qualification requirements, and selective placement factors to be used. If a position within the bargaining unit is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it does become permanent. The qualification requirements and selective placement factors for bargaining unit positions to be filled through merit promotion will be essential to successful performance in the position.

c. When 10 more basically qualified applicants result from the basic qualifications review, applicants will be evaluated using a crediting plan based on a point rated system.

Section 3. The Human Resources Department will promptly advise candidates of the results of their applications. Unsuccessful applicants who believe that their qualifications were not properly evaluated in determining eligibility for promotion consideration may request representation by the Union. The following information about specific promotion actions within the bargaining unit shall be available to an employee and his/her designated Union representative upon written request:

a. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;

b. Whether the employee was one of those in the group from which the selection was made;

c. Who was selected for the promotion; and

d. In what area, if any, the employee should improve to increase chances of future promotion.

Section 4. If a bargaining unit employee files a grievance regarding his/her evaluation under a specific job vacancy announcement, he/she will be furnished upon request with a copy of all merit promotion file documents pertaining to the grievance, in accordance with applicable laws.

Section 5. Bargaining unit employees demoted without personal cause while serving under a career or career conditional appointment upon their written request are entitled to special consideration for repromotion to positions for which they qualify. However, it is understood by the parties that:

a. Careful and serious consideration will be given to such employees; and

b. There is no absolute guarantee of repromotion as a result of this special consideration.

Section 6. In the interest of effective employee utilization, details of bargaining unit employees will be used to meet temporary work needs of the Employer and will be accomplished with applicable regulations and this article. Details may be used for such purposes as emergencies or situations occasioned by abnormal workload, changes in mission or organization, and absences of personnel. Details of less than 14 days are not documented; however, at the employee's request, the detail will be recorded by memorandum. Details lasting between 14 and 29 days will be recorded by memorandum and copies provided to both the employee and the Union. Details in excess of 30 days will be recorded in the employee's Official Personnel Folder and copies of the record will be forwarded to the employee. The Employer agrees that the detail procedure will not be used to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for details will be based on the bonafide needs of the management and the ability of the individuals.

Section 7. An employee who fully meets the minimum eligibility standard and time-in-grade requirements temporarily placed in an established higher graded position in the bargaining unit in excess of 30 days shall be temporarily promoted. Temporary promotions of 120 days or more will be made in accordance with competitive procedures.

Section 8. Employees on the Re-employment Priority List will be given priority consideration for re-employment in accordance with applicable rules and regulations.

ARTICLE 19 - Position Descriptions

Section 1. Each employee is entitled to a position description which meets the standards of adequacy established by applicable Office of Personnel Management and Department of Navy regulations. Position descriptions shall be reviewed annually by management and employees for accuracy.

Section 2. If a bargaining unit employee questions the accuracy of his/her position description, he/she will use the negotiated grievance procedure contained in Article 11 to resolve this issue. If the Employer/supervisor determines that there are specific questions concerning the employee's official position description which might affect the job duties of the position, the Employer may conduct an audit of the bargaining unit employee's job within 30 days. The Union representative may be present during a job audit subject to the following:

a. The accuracy of the official position description must have been questioned, and

b. The employee has specifically requested in writing the presence of a representative.

Section 3. A bargaining unit employee who requests a review of the title, series, grade or pay category of his/her job is encouraged to present a position classification complaint orally before filing an appeal, although not required to do so. If the employee elects to present the complaint orally, appropriate supervisor/representatives of the Employer will discuss the matter with the employee and explain the basis upon which the job has been evaluated. The employee may have a Union representative present at this discussion if requested. If the employee is satisfied with the discussion, no further action will be taken.

Section 4. Regardless of whether the Employer conducts a job audit of the employee's position, any changes in pay category, title, series, or grade resulting from the oral classification complaint will be made promptly and the case closed. If the bargaining unit employee is dissatisfied with the results of his/her oral classification complaint, he/she may submit a position classification appeal in writing as follows:

a. Wage Grade employees must appeal through the Department of Defense position classification appeals procedure, and upon receipt of a decision, may appeal to the Office of Personnel Management.

b. General Schedule employees may appeal to the Department of Defense first and then to the Office of Personnel Management if dissatisfied, or may appeal directly to the Office of Personnel Management.

Section 5. Employees in the bargaining unit whose positions have been reclassified with a resulting loss in grade, and who are not eligible for grade retention may appeal the adverse action to the Merit Systems Protection Board (MSPB) or grieve through the negotiated grievance procedure. Notices of such actions shall include an explanation of the employee's option for review, including the address of the MSPB and the name and address of the Union President. Retained grade and retained pay rights under applicable laws and regulations shall be afforded to those whose positions are downgraded.

ARTICLE 20 - Equal Employment Opportunity

Section 1. The Employer agrees it shall not discriminate regarding employment because of race, color, religion, sex, national origin, age, or handicapping condition in accordance with applicable laws and regulations. The policy of the Employer is that employment practices of the Employer will demonstrate full adherence to the letter and spirit of federal government policy and laws guaranteeing equal employment opportunity to all persons. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons through continuing programs of affirmative action such as the Veteran's Readjustment Appointment and the Upward Mobility Program.

Section 2. The Employer agrees that the Union may appoint one Union representative to the Equal Employment Opportunity Committee. The Union representative will serve as a full participating member in all activities of the Committee.

Section 3. If an Employee elects to pursue an allegation of discrimination through the informal EEO complaints process, the time frame to file a negotiated grievance described in Article 11 will start after the issuance of a final interview. It is understood that an Employee may not file both a formal discrimination complaint and a grievance over the same issue.

Section 4. Two copies of the published Affirmative Action Plan will be provided to the Union. The Employer will notify the Union upon the acceptance of a formal or informal EEO complaint.

Section 5. An employee filing a formal EEO complaint or discussing a problem of alleged discrimination with an EEO Counselor may have a Union representative present, if the employee so desires.

ARTICLE 21 - Performance Appraisal

Section 1. The parties agree that the performance appraisal system shall conform with the requirements of applicable laws, regulations, and the provisions of this Article.

Section 2. The parties agree that employee participation in the establishment of performance standards and identification of critical elements is desirable and will be encouraged. Performance standards and critical elements will be job-related, and will be consistent with the position description and classification standards for the job. Employees and supervisors shall meet at least annually to discuss the performance standards and critical elements to be applicable for the coming year. The performance standards and identified critical elements shall be in writing and communicated to the employee. The critical elements and performance standards will be properly documented in accordance with applicable regulations. Changes may be made by the Employer during the rating period and will be initialed by the employee and supervisor. If there is no agreement on the performance standards or critical elements, the Employer will decide the substance and content of critical elements and performance standards and will so advise the employee.

Section 3. The minimum rating period for an annual performance appraisal is 120 days. When the rating supervisor has had less than the agreed upon minimum amount of time to observe the employee's performance, the performance appraisal must be postponed until this requirement is met. Special appraisals, when available, will be considered by rating supervisors when preparing an annual performance appraisal, and will be provided to the reviewing official for consideration. If the employee's appraisal is to be postponed and the employee is otherwise eligible for a within-grade increase in accordance with applicable law and regulations, the increase must be processed if the employee's current rating is Fully Successful or better.

Section 4. Annual performance ratings are effective as of the date approved and remain the employee's current, official rating until replaced by another. Employees will be provided a copy of their final rating within 5 days after the Employee signs the rating or 31 December, whichever date occurs first.

Section 5.

a. The appraisal given employees by their supervisors shall be objective and the critical elements and the performance standards will be fairly and equitably applied. If the employee believes the criteria stated in this section have not been met, he/she may grieve through the negotiated grievance procedure. All appraisals for bargaining unit employees will be prepared in accordance with applicable regulations and the following:

(1) Supervisors will discuss the employee's job performance with them in private surroundings annually or more often as required by applicable regulations or policy.

(2) Identified shortcomings in the employee's performance shall be communicated to the employee immediately. The Employer will suggest ways for the employee to improve his/her performance in order to satisfactorily perform duties at expected levels.

(3) The annual performance appraisal will be in written form. All appraisals will be reviewed/approved in accordance with applicable regulations.

(4) A follow-up discussion between the employee and the reviewing official may be held after final approval of the appraisal.

b. An employee will be apprised of existing performance deficiencies which may result in a denial of a within-grade increase through the procedures set forth in Section 5(a) (2) of this Article. If it is determined that an employee is performing below an acceptable level of competence, he/she shall be given a written notice as soon as possible after completion of the waiting period which contains the following:

(1) The reasons for the negative determination and the respects in which the employee must improve performance in order to receive a within-grade increase.

(2) Notice to the employee of his/her right to request reconsideration, and

(3) The name of the official to whom the request for reconsideration is to be submitted.

c. When an employee receives a negative determination, he/she shall be granted a reasonable amount of official duty time to review the material relied upon to make the determination, if the employee otherwise is in a pay status. If a negative

determination is reversed by the Employer (either before or upon reconsideration) the effective date of the within-grade increase will be the original due date. If a negative determination is sustained, the employee shall be informed in writing of the reasons for sustaining the negative determination. When a negative determination is sustained after reconsideration, a bargaining unit employee will be informed that he/she may grieve and/or appeal the negative determination.

Section 6. At least 60 days in advance of the completion of the waiting period for a within-grade increase, bargaining unit employees may request their supervisors to discuss with them any performance deficiencies concerning the employee's acceptable level of competence. The employer also agrees to encourage supervisory dialogue with bargaining unit employees concerning quality and quantity of work performed during the entire rating period in order to assist employees in performing at an acceptable level of competence.

ARTICLE 22 - Reduction In Grade and Removal Based on Unacceptable Performance

Section 1. In accordance with the agency's performance appraisal system required under 5 USC 4302, implementing OPM regulations, and this agreement, an employee may be reduced in grade or removed for unacceptable performance. These actions will be based on just cause.

Section 2. Procedures:

a. Action may be initiated at any time to remove or reduce in grade an employee whose performance is unacceptable in one or more critical elements. To do so the following requirements must be met:

- (1) The employee must be informed in writing:
 - (a) of the applicable critical elements and standards of performance.
 - (b) of performance deficiencies.
 - (c) of what the employee must do to bring performance to a fully successful level.
 - (d) that he/she will be allowed reasonable time to demonstrate acceptable performance.
 - (e) of how the supervisor will assist the employee during that period.
 - (f) that he/her performance will be evaluated at the end of this period.

(2) The employee's performance remains unacceptable after counseling and other management assistance.

b. Employees against whom action is proposed are entitled to the following:

(1) Thirty (30) days advance written notice of the proposed action which identifies:

(a) Specific instances of unacceptable performance on which the proposed action is based.

(b) The critical elements of the employee's position involved in each instance of unacceptable performance.

(2) Representation by a person of the employee's choice, so long as such service by the representative does not:

(a) result in a conflict of interest or position.

(b) conflict with priority needs of the Government, or

(c) whose release gives rise to unreasonable cost, or by a Union representative.

The employee will designate his/her representative and any changes in representative in writing to the supervisor.

(3) Ten (10) workdays to answer orally and in writing.

(4) A written decision as soon as possible, but normally not later than 30 days after the notice period expires. The decision must include the following:

(a) Specify the instances of unacceptable performance on which the action is based. Only instances of unacceptable performance which occurred in the one (1) year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.

(b) Be concurred on by a higher level official than the one who proposed the action. If the decision is not rendered by a higher level official, the higher level official's concurrence must be documented. (This requirement does not apply when the action is proposed by the Secretary of the Navy.)

(c) State the effective date of the action.

(d) Inform the employee of applicable grievance and/or appeal rights.

(e) Inform the employee of his/her right to a Union representative.

(f) When a decision to remove an employee based on unacceptable performance has been made by the Employer, the notice of decision will be delivered to the employee before the time the action will be effective. The Employer agrees that when a decision to reduce an employee in grade based on unacceptable performance has been made, the effective date of the action will be ten (10) workdays after the decision has been issued to the employee.

c. Improvement in the employee's performance during the performance improvement period will be taken into account along with the employee's answer in the final decision. If, as a result of the employee's reply or improvement in his or her performance, it is decided to withdraw or cancel the action, the employee shall be so notified in writing.

Section 3. When informal corrective actions do not result in improvement in performance, and there is a reason to suspect alcohol or other drug abuse, the supervisor will offer information on available services provided for in Article 25 and the Alcohol and Drug Abuse Prevention and Control Program. The procedures of the Department of Navy Alcohol and Drug Abuse Prevention and Control Program will be made available to any employee who so requests. In the course of a performance based action, i.e., PIP or notice of proposed removal, the employee may claim that his/her performance deficiencies are a result of alcohol abuse, medical or behavioral problem. When such a claim is supported by the EAP Counselor, the Employer will provide reasonable accommodation by such actions as postponing the action, granting appropriate leave, offering agency paid medical examinations or other accommodation.

ARTICLE 23 - Disciplinary and Adverse Actions

Section 1. The parties agree that discipline is the responsibility of the Employer. All disciplinary actions will be based on just cause, will be consistent with applicable laws and regulations governing such actions, and will be fair and equitable. It is the policy of the Employer that discipline will be administered as a corrective rather than a punitive measure.

Section 2.

a. For the purposes of this agreement, disciplinary actions are:

- (1) Letter of reprimand;
- (2) Suspension of 14 calendar days or less;

(3) Suspension of more than 14 calendar days, and removals, reduction in pay and reduction in grade which are effected under 5 USC 7512 for disciplinary reasons.

b. If a bargaining unit employee desires to contest by means of the negotiated grievance procedure a disciplinary action administered by the Employer, he/she will initiate the grievance in writing at Step 3 of the negotiated procedure contained in Article 11, Section 6 of this agreement. Such a grievance must be initiated not later than 15 workdays from the date of the employee's receipt of the decision letter.

Section 3. An employee affected by an adverse action under Section 7512 may at his/her option utilize one of the following appeal procedures: MSPB, the negotiated grievance procedure or the EEO complaint process when an allegation of discrimination is coupled with the action.

Section 4. Prior to the initiation of disciplinary action the initiating official will conduct such investigation of the alleged offense as he/she deems necessary. The Union shall be given the opportunity to be represented at any examination of a bargaining unit employee by the initiating official in connection with the investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. If the employee requests such Union representation, he/she will be afforded an opportunity to obtain such representation before further examination the employee occurs. The Employer agrees to conduct an expeditious investigation of any alleged employee offense, and to initiate timely action following the investigation.

Section 5. Any written notice of proposed discipline shall inform the bargaining unit employee of the following matters required by law and regulations:

- a. The specific reasons for the proposed action;
- b. His/her status during the notice period;
- c. The right to reply orally and in writing to a deciding official and to furnish affidavits and other documentary evidence in support of the answer.
- d. The right to representation by the Union, and
- e. That a written decision on the proposed action will be issued by the deciding official.

Section 6.

a. Disciplinary actions: Employees will be provided an advance notice period of 15 calendar days from the date he/she receives a proposal. Employees will have 10 workdays to provide their oral and/or written replies to the proposed action.

b. Adverse actions: Employees will be provided an advance notice period of 30 calendar days from the date he/she receives a proposal. Employees will have 10 workdays to provide their oral and/or written replies to the proposed action.

c. Extension of reply period: The employee may submit a written request for extension of the reply period to the deciding official which states the length of the extension desired and the reasons for requesting the extension. The employee will be informed by the deciding official whether or not an extension is granted.

d. Official time: The employee and his/her Union representative shall be granted a reasonable amount of official duty time to review the material relied on to support the reasons in the proposal, to secure affidavits or other documentary evidence, and to prepare and present an answer to the proposed notice.

e. The deciding official of the Employer will consider the specific reasons for the proposed action and the employee's oral and written replies, if any, before issuing a written decision to the employee. The deciding official shall be at a higher level of supervision than the proposing official and shall not have been involved in the decision to propose the action. The written decision will advise the bargaining unit employee of the specific action to be taken on the proposed discipline. If the decision sustains the proposed discipline, the bargaining unit employee shall be advised of his/her grievance rights under the negotiated grievance procedure, and/or appeal rights to the Merit System Protection Board, as applicable.

f. Letters of suspension and letters of warning or instruction will not be placed in the employee's Official Personnel Folder.

g. Crime provision: The notice period and opportunity to respond may be reduced to 7 days where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.

h. An extra copy of any notices of proposed disciplinary action and any notices of decision will be provided to the bargaining unit employee, which the employee may provide to the Union if he/she desires to seek Union representation.

i. An employee will be given at least ten (10) workdays from the date of the letter of decision to suspend him/her before the action becomes effective, except where the Employer determines that there exist a clear and present danger to the employee, co-workers, or government property. However, the employee is entitled to an advance notice period of at least 30 calendar days for adverse actions under 5 USC 7512, except where the crime provision applies.

Section 7. When an employee claims that his/her problems are a result of a alcohol abuse, medical or behavioral problem, the employee will be referred to the Employee Assistance Program. In such cases, the Employer will provide reasonable accommodation by such actions as postponing the action, granting appropriate leave,

offering agency paid medical examinations or other accommodation by the EAP counselor, in accordance with the EAP Article of this agreement.

ARTICLE 24 - Safety and Occupational Health

Section 1. General. The Employer shall provide safe and sanitary working conditions and equipment in consonance with the standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA) and applicable Department of Defense and Department of Navy regulations. In consonance with Chapter XVII Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing employees of the protection and obligations provided for in the Occupational Safety and Health Act. When Union officers and stewards are involved in representation duties, negotiations, or discussions pursuant to this article they shall be on official time if otherwise in an active duty status.

Section 2. The Employer agrees that the Union shall have one primary and one alternate representative on the White Sands Safety and Occupation Health Committee. The alternate representative shall act for the primary representative in his/her absence. The Union representative will serve as a full participating member in the deliberations and activities of the Safety and Occupational Health Committee.

Section 3. Safety Inspections: Appropriate personnel as determined by the Employer will inspect all work places at least annually, and upon request of a Union official, to ensure compliance with Department of the Navy Occupational Safety and Health guidance. A Union representative shall have the right to participate in the inspections on official time. The Union will be provided a copy of these safety inspection reports, consistent with Privacy Act requirements which the Employer's Safety and Occupational Health Office has determined to be unsafe to the continued good health of employees in accordance with applicable regulations.

Section 4. The Employer will provide suitable protective clothing, equipment, and safety devices for employees engaged in activities requiring same consonance with standards promulgated under OSHA and applicable Department of Defense and Department of Navy regulations. Repair of issued safety and environmental clothing will be provided by the Employer. Protective clothing and equipment issued to an employee which is in need of repair shall immediately be reported to the employee's supervisor.

Section 5. The Employer will make every effort in accordance with law and regulation to ensure that employees shall not be required to work in an environment which the Occupational Health Office has determined to be unsafe to the continued health of the employees affected.

Section 6. The Employer will exert efforts to see that employees work safety, and employees will report any observed unsafe or unhealthy conditions to the employee's immediate supervisor, Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their

immediate areas which may represent health hazards. The Employer will assure that no restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting of an unsafe practice or condition.

Section 7. The Employer shall make every effort in accordance with law and regulation to ensure that no employee shall be required to perform any work in a machine or in an area where conditions exist that are unsafe or detrimental to health as determined by either the Safety Office or Occupational Health Office. The Employer also will make every effort in accordance with law and regulation to ensure that no employee shall be required to work alone or without a co-worker in any area which has been identified by the Safety Office as an area in which it is dangerous to work alone.

Section 8. Employees will promptly report conditions which may be detrimental to their health and safety. If there is any doubt regarding the safety of existing working conditions, the problem will be referred to the appropriate Safety or Occupational Health official for a ruling. When it is not possible to obtain Employer concurrence beforehand, an employee may decline to perform his or her assigned task because of a reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. In such case the employee will notify the Employer as soon as possible. The employee may grieve the decision of the Safety or Occupational Health Office within 15 days of the decision, or if no decision has been rendered within 30 days of the incident, at Step 3 of the negotiated grievance procedure.

Section 9. When a health and safety hazard is identified, appropriate disposition of identified hazards will be accomplished in accordance with OSHA, 29 CFR 1910 and 1960, and Department of Navy regulations. Posting of notices of hazard will be accomplished in accordance with 29 CFR 1910 and 1960.

Section 10. On-the-job Injury and Illness: Employees will report to their supervisor as soon as possible regarding all injuries or illnesses which occur on the job. If the employee is physically unable to do so, this may be accomplished by a Union representative or personal representative.

a. In case of serious on-the-job injury or illness or death of an employee, the employee's supervisor shall notify the appropriate Union steward as soon as practicable.

b. Upon becoming aware that an employee under his/her supervision has suffered an on-the-job injury, the supervisor will ensure that the employee receives prompt medical treatment as required. The employee then will be counseled by the Employer on the procedures for filing claims for benefits under the Federal Employees' Compensation Act. The Employer will ensure to the extent possible that forms are properly completed. A Union steward may be in attendance for this counseling at the employee's request. Additional counseling will be provided by a representative of the Human Resources Department if the employee desires to make an appointment for this purpose.

c. The Employer and the Union agree that bargaining unit employees and their supervisors should cooperate in promptly and correctly completing appropriate report forms and any other necessary documents, and will forward them to the Human Resources Department. The Employer shall process and promptly forward to the Office of Workers' Compensation Programs employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

d. Every reasonable effort will be made by the Employer to provide work assignments to employees who have been injured on the job or otherwise disabled, when it has been determined by the Employer's medical authority that they are able to resume work. The Employer agrees that where differences of medical opinion occur, necessary consultation between the Employer's and employee's medical authorities will be undertaken to include consultation with a medical specialist as required.

Section 11. Health Services and Preventive Medicine: The Employer agrees to provide immunization against communicable diseases to all employees requesting it where it is authorized by the Health Clinic Commander. As required by proper medical authority, complete physical checkups will be provided for employees engaged in work that is considered to be hazardous to their health or safety. The extent and frequency of the exams will be determined by the appropriate medical authority. Employees are authorized all available services and benefits provided for in applicable law and regulation.

Section 12. Training: Although employees are basically qualified to perform their duties the Employer recognizes the need for specific training and update training to promote employee safety and a minimum loss of staff hours due to preventable injuries. The Employer agrees to consider training as a means to ensure that all bargaining unit employees are informed of safe working habits and practices appropriate to their jobs. Additionally supervisors will instruct employees in safe working habits, practices, and procedures with regard to specific job assignments and will ensure that manuals and regulations relating to safety and health are available to all employees.

Section 13. In the event that the parties agree that a particular work situation may warrant hazard pay differential, but is not covered by an existing hazard pay category established by the Office of Personnel Management, action will be taken to request establishment of an additional category.

ARTICLE 25 - Employee Assistance Program

Section 1. The Employer agrees to conduct its Employee Assistance Program (EAP) in accordance with the requirements of applicable laws and regulations.

Section 2. The Employer and the Union both recognize that medical, behavioral, and substance use problems are treatable, and both agree that employees with problems will be offered assistance to overcome them through the Employee Assistance Program. The parties also recognize that medical, behavioral, or substance use problems

of an employee and/or members of his/her immediate family, can interfere with an employee's job performance, attendance, or conduct. It is also recognized that it is in the best interests of both the Employer and the Union to assist bargaining unit employees in overcoming these problems. The Union therefore agrees to support the Employee Assistance Program of the Employer.

Section 3. Participation by bargaining unit employees in all aspects of the Employee Assistance Program is voluntary. No unit employee will have his/her job security or promotional opportunities jeopardized by his/her request for counseling or referral assistance, except as may be limited by applicable law. The confidential nature of medical records of unit employees enrolled in the Employee Assistance Program will be preserved in the same manner as all other medical records. These records will not become part of the employee's Official Personnel Folder.

Section 4. The Employee Assistance Program has been established by the Employer to provide non-disciplinary procedures by which an employee with alcohol or other drug problems or personal difficulties is offered counseling referral, and rehabilitation assistance in order to return his/her job performance, attendance, or conduct to acceptable levels. However, the parties agree that continued unsatisfactory work performance, attendance, or conduct related to these problems, in cases where the employee refuses rehabilitation assistance, or fails to achieve satisfactory results in rehabilitation, will result in the Employer taking corrective action in accordance with law and applicable regulations.

Section 5. Supervisors of bargaining unit employees will be alert to any deterioration in the performance, attendance, or conduct of assigned employees, and will document specific instances in which a bargaining unit employee's work performance, attendance, or conduct fails to meet minimum standards, or instances in which the employee's pattern of performance appears to be deteriorating. If the Employer reasonably believes that the employee's deficiencies are related to alcohol, drug, or personal problems, the Employee Assistance Program office may be consulted for advice and recommendations. The Employer then will conduct an interview with the employee which focuses on noted deficiencies in attendance, performance, or conduct, and will advise the employee of the existence of the Employee Assistance Program. This interview will emphasize work deficiencies, and no attempt will be made to diagnose the personal or health problems of the employee. If the employee voluntarily acknowledges a personal or health problem which is adversely affecting work performance and requests the services of the Employee Assistance Program the Employer will refer the employee, and will advise him/her that the Union is available to assist the employee in this effort. The employee shall be granted Union representation at the initial counseling session upon request.

Section 6. The Employer will consider EAP-approved rehabilitative efforts taken by an employee when deciding an appropriate penalty for disciplinary, adverse, or performance based action. The Employer recognizes that in some cases, either no penalty or a lesser penalty may result from the employee's rehabilitative efforts.

Section 7. If the employee enters the Employee Assistance Program, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulation. The initial counseling session with a designated Employee Assistance Program representative shall be conducted on official duty time. The employee may be granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the Employee Assistance Program.

Section 8. In the course of a disciplinary or performance based action, an employee may claim that the problem is caused or aggravated by a substance misuse, medical, or behavioral problem. When such a claim is made, the Employer will refer the employee to the Employee Assistance Program. The Employer will consider recommendations made by the counselor. When the EAP counselor determines that an alcohol abuse, medical, or behavioral problem exists, the Employer will provide reasonable accommodation by such actions as postponing the action, granting appropriate leave, offering agency paid medical examinations or other reasonable accommodation.

Section 9. As required, the Employer will publicize the Employee Assistance Program to include assurances of confidentiality for participants. Supervisory and employee training regarding the Employee Assistance Program will be presented when deemed necessary by the Employer. Union officers and stewards may attend such training offered to supervisors.

Section 10. The Employer agrees that employees seeking assistance for problems other than alcohol or drugs will be entitled to assistance under the provisions of DON regulations.

ARTICLE 26 - Incentive Awards

Section 1. The parties agree to promote and support the Incentive Awards and Ideas Programs of the Employer as specified in DON Regulations. The union shall demonstrate this support by encouraging participation through the submission of suggestions through proper channels, and by distributing or displaying publicity material which may be provided by the Employer.

Section 2. The Employer agrees that the Union shall have one primary and one alternate representative on the Incentive Awards Committee. The alternate representative shall act for the primary representative in his/her absence. The Union representative will serve as a full participating member in the deliberations and activities of the Incentive Awards Committee to include nominations for awards.

Section 3. The Employer agrees to publicize the Incentive Awards and Ideas Program, and to ensure that all awards are presented in appropriate ceremonies. The Employer will schedule a presentation of an award, and the award will be presented by an appropriate official in the presence of co-workers.

Section 4. The Employer and the Union agree criteria set forth in DON Regulations and NAWCWPNS instructions for Incentive Awards and Ideas Programs will be utilized.

ARTICLE 27 - Training

Section 1. Consistent with its needs and subject to budget and travel limitations, the Employer will conduct a training and development program for bargaining unit employees in accordance with applicable laws and regulations.

Section 2. The Employer will identify training needs of bargaining unit employees and to the extent possible will provide training which will improve individual skills related to their jobs and will contribute to overall mission accomplishment. To assist in the identification of these training needs, supervisors and bargaining unit employees will discuss training requirements at least once annually.

Section 3. The Union will encourage bargaining unit employees to keep abreast of changes occurring in their trades, crafts, or occupations, and to improve their career potential through self-development efforts.

Section 4. The Employer agrees to record training accomplished of four (4) hours or more in the bargaining unit employee's Official Personnel Folder when such training is administered by the Human Resources Department or a record of training is furnished to the Human Resources Department. However, the parties agree that this does not relieve bargaining unit employees of the individual responsibility to ensure that their Official Personnel Folders fully reflect total training accomplishments and self-development.

Section 5. A bargaining unit employee who is required to provide on-the-job training to an employee may request assistance from his/her supervisor in order to accomplish the scheduled workload in a timely fashion.

ARTICLE 28 - Labor-management Relations Training

Section 1. It is agreed that the Employer will, consistent with workload demands, approve the request for leave of duly elected or appointed NAWCWPNS WS officers and stewards of the Union for leave for the purpose of attending Union conventions, conferences, seminars, and training sessions. Absences by Union representatives for such Union-sponsored activities will be charged to annual leave or leave without pay, as appropriate, when the subject matter and purpose of these meetings are identified by the Employer as being internal Union Business.

Section 2. The Employer will make available to the Union a pool of 120 hours of administrative leave per calendar year to be used by NAWCWPNS WS Union representatives to attend Union training where the subject matter and purpose of the training are identified by the Employer as being of mutual concern to both parties.

Section 3. Requests for administrative leave to permit Union representatives to attend a Union-sponsored training session must be made in writing at least two (2) weeks in advance by the Union President, to the Officer in Charge. Such requests will contain information about the purpose and nature of the training, location and dates of the meeting, and an agenda.

ARTICLE 29 - Contracting Out

Section 1. The Employer will meet and discuss with the Union any review of a function for contracting out within the bargaining unit, prior to any such review. The Employer will accept and consider input and recommendations from the Union regarding data to be included in the Performance Work Statement (PWS), prior to its finalization, and will consider the views of the Union regarding other aspects of the contracting out study throughout the process. Throughout the contracting out decision process the Employer will provide to the Union material requested and allowable for release under government regulations and the Freedom of Information Act.

Section 2. The Employer agrees that any contracting out of work normally performed by bargaining unit employees will be in accordance with applicable laws.

Section 3. The Employer will notify the Union promptly after a final decision has been made on contracting out of work performed by bargaining unit employees. When a decision is made to contract out work performed by bargaining unit employees, the Employer will negotiate with the Union with respect to the impact of the contracting out on bargaining unit employees, and will make reasonable efforts to minimize the adverse consequences of its decision on those employees. The Employer agrees to consider retraining and reassignment for those bargaining unit members who might otherwise be separated under Reduction-in-Force (RIF) procedures, consistent with the remaining mission requirements and staffing needs of the Employer.

ARTICLE 30 - Reduction-In-Force

Section 1. Through careful planning and use of other administrative techniques, the Employer will attempt to minimize the adverse impact of a RIF on bargaining unit employees. This agreement and Office of Personnel Management and Department of the Navy regulations covering reduction-in-force procedures for employees in the competitive service will be utilized by management in carrying out its responsibilities throughout the RIF process.

Section 2. The Employer agrees to inform the Union of an impending reduction-in-force affecting bargaining unit employees as far in advance of the RIF notices as practicable. Bargaining as appropriate shall commence upon request of the Union in accordance with Article 10, Negotiations.

Section 3. A specific reduction-in-force notice will be given to affected bargaining unit employees not less than 120 days prior to the effective date of the reduction-in-force and will include but not be limited to:

- a. The specific RIF action to be taken;
- b. The effective date of the action;
- c. The employee's competitive area, level, sub-group, and service date;
- d. The place where the employee may inspect the regulation and records pertinent to his/her case;
- e. the reasons for retaining a lower standing employee in the same competitive level due to continuing exception or temporary exception;
- f. Grade and pay retention information;
- g. Why this is the best offer available;
- h. The employee's appeal rights;
- i. Information on outplacement programs.

Section 4. In the event of a RIF, existing vacancies in the competitive area which management intends to fill will be utilized to the maximum extent practicable to place qualified bargaining unit employees in continuing positions who would otherwise be separated. In addition, adversely affected employees may be considered for vacancies in other competitive areas after placement consideration in their competitive area has been completed.

Section 5. At all stages of the RIF process, the Union will have the opportunity to review all applicable job descriptions and retention registers, including any updated or changed job descriptions or registers. In addition, all documents which relate to the need and purpose of the RIF and are legally releasable shall be made available to the Union throughout the RIF process. The Union will render its assistance in communicating to employees the reasons for the RIF through normal representation duties.

Section 6. Where it is determined by the Employer that an employee being separated fails to fully qualify for a vacant position for which being considered but has the specialized skills and abilities to perform the duties of that position in a satisfactory manner without undue interruption to the work program, the employee may be placed in the position.

Section 7. Upon written application, bargaining unit employees are entitled to re-promotion consideration for positions for which they qualify in accordance with the provisions of the installation merit promotion plan and governing laws and regulations.

Section 8. If the Employer determines that the training of displaced employees would make a direct contribution to the employee's placement, reasonable amounts of training will be made available at government expense.

Section 9. The Union shall be notified of all individual RIF actions involving bargaining unit employees at least five (5) workdays prior to the issuance of RIF notices to these employees. This shall be accomplished by affording the Union an opportunity to review RIF placement records prepared by the Human Resources Department. Such records shall include employee's name, grade, job title, and organization; job title and grade of position offered, if applicable, or separation, if applicable.

ARTICLE 31 - Outplacement

Section 1. the Employer agrees that in a reduction-in-force as defined by FPM Chapter 351, Subchapter 1, paragraph 1-2d, of bargaining unit employees, all existing out-placement programs will be fully utilized, to include the DoD Priority Placement Program for bargaining unit employees who are being changed to a lower grade. The primary aim of these programs will be to find a position in the Federal service for each affected bargaining unit employee commensurate with that employee's skills and experience.

Section 2. The Union and the Employer will jointly encourage each employee to see that his/her personal file and SF-171 are up-to-date as soon as a RIF is announced. The Employer will work with affected bargaining unit employees in registering in existing out-placement programs and assuring that SF-171 and Official Personnel Files are current. The Employer agrees to allow a designated Union representative to be present to assist the bargaining unit employee during the registration process, provided the request is made in writing by the employee and acknowledged by the Union. Out-placement program eligibilities will be discussed during the registration process in accordance with pertinent program regulations. The duration of a bargaining unit employee's registration in out-placement programs will vary depending upon the specific program(s) for which registered.

ARTICLE 32 - Smoking Policy

Section 1. The Union agrees to support the established smoking policy of the Employer, and to solicit the cooperation of bargaining unit members (both smokers and non-smokers) in complying with the policy. The policy is designed to ensure that non-smokers are protected from the effects of secondhand smoke, while not necessarily inconveniencing those who desire to smoke.

Section 2. The Employer will provide assistance to employees who desire to stop smoking.

Section 3. Smoking is prohibited indoors and will only be prohibited outdoors where there is a hazard. These areas will be clearly marked with “No Smoking - Hazard” signs. A sign will be posted on the Building N103 loading dock as follows: “No Smoking on Dock When Hazardous Materials are in the Vicinity”.

ARTICLE 33 - Duration of Agreement

Section 1. The agreement shall remain in effect for a period of three (3) years from the date of its approval by the Department of the Defense, or on the 31st day following the signing of the agreement by the parties, whichever comes first. This agreement may be renewed for additional three (3) year periods provided it is brought into conformance with applicable laws or regulations of appropriate authorities, subject to the approval of the parties to the agreement and the Department of the Defense. Either party may notify the other party in writing not more than one hundred-five (105) calendar days nor less than sixty (60) calendar days prior to the expiration date, or any subsequent expiration date, of its desire to renegotiate the agreement. It is agreed that if such notice to renegotiate has been given, this agreement shall remain in full force and effect in order to provide the parties an opportunity to renegotiate the agreement. Any amendments or supplements that may be subsequently negotiated shall remain effective concurrent with the basic agreement.

Section 2. Amendments and supplements to this agreement may be negotiated by mutual consent of the parties not less than one year from date of approval of the basic agreement, or may be negotiated at any time when such revisions are required by changes in applicable laws or the regulations of appropriate authorities.

Section 3. Within a reasonable period of time after a change in applicable laws or the regulations of appropriate authorities which affects the provisions of this agreement, the party requesting negotiation will notify the other party in writing of the necessity to amend or supplement the agreement, citing the pertinent law or regulation and the article(s) of this agreement affected. When such notice is given, representatives of the Employer and the Union will meet to negotiate the requested amendment(s). Amendments and supplements will become effective on the date signed by the parties, subject to approval of the Department of the Defense.

APPENDIX A

Supervisor's Report on Union Representative's use of Official Time

-
- Instructions:
1. Supervisors will complete this form each time a Union Representative uses official time due to Union representation in business activities.
 2. Upon completion of the form, forward to the Human Resources Department. Questions should be referred to the Human Resources Department at 678-3406/3727.

-
1. NAME OF UNION REPRESENTATIVE
 2. DEPARTMENT
 3. DIVISION/BRANCH

-
4. DATE AND TIME SPENT
Beginning: Ending:

-
5. NATURE OF BUSINESS (Check as appropriate)
 - a. Representation of employee(s):
 - // Negotiated Grievance Procedure
 - // Dept Navy Grievance Procedure
 - // Adverse Action Appeal/Hearing
 - // Discrimination Procedure
 - // Other (Identify) _____

-
6. SIGNATURE OF SUPERVISOR COMPLETING FORM: PHONE:

-
7. REPRESENTATIVE'S SIGNATURE:
-

The foregoing represents the agreement between Naval Air Warfare Center Weapons Division, White Sands Detachment, New Mexico and Local 2049, National Federation of Federal Employees:

For the Navy:

For the Union:



B. J. Peterson, CDR, USN


Raul Nunez


Lea Gibbs


Ernesto Rei


Edward Rockdale


James Hawkes


J. D. LANGFORD, CAPT, USN
Officer in Charge
Naval Air Warfare Center Weapons Division
White Sands Detachment, New Mexico

12/17/96
Date

Approved by the Department of Defense on 14 January 1997 to be effective on that date.

NAWCWPNS IDP 4093 (14 January 1997) 100

AGREEMENT

Between

**NAVAL AIR WEAPONS STATION
China Lake, California**

and

**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
LOCAL 337**

Effective 3 June 1999

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PREAMBLE

In accordance with 5 USC Chapter 71, this Agreement is made by, and between, the Naval Air Weapons Station China Lake, California, hereinafter referred to as the Employer and International Brotherhood of Police Officers, Local 337, hereinafter referred to as the Union. Collectively they are referred to as the Parties.

In consideration that NAWS China Lake operates in a proprietary jurisdiction and enforces a combination of federal and state laws, covering military and civilian personnel, the China Lake Police will operate under the authority of the Commanding Officer and Section 830.8(b) of the California Penal Code.

For purposes of clarity in this agreement, bargaining unit Employees are referred to as "Employees," Naval Air Weapons Station management is referred to either as the "Employer" or "Management," and the International Brotherhood of Police Officers, Local 337 is referred to as the "Union." Further, "days," as mentioned in this Agreement, refers to "calendar days" and administrative investigations are also referred to as "internal affairs investigations" or fact-finding investigations."

ARTICLE 1. Recognition and Unit

Section 1. The Employer recognizes the Union as the exclusive representative of all Employees in the unit as defined in Section 2 of this Article. Such recognition shall continue as long as the Union is the exclusive representative of the Employees under the criteria set forth by the Federal Labor Relations Authority. The Union recognizes the responsibility of representing the interests of all unit Employees without discrimination and without regard to membership in the Union.

Section 2. The Unit to which this Agreement is applicable is composed of Police Officers and other civilian Employees of the Police (Physical Security) Division excluding:

- a. Management officials
- b. Supervisors
- c. Detectives
- d. Division secretary
- e. Wage grade employees
- f. Military members

- g. Physical Security Specialists and Assistants
- h. Alarm Technicians

ARTICLE 2. Partnership and Consensual Problem-solving

Section 1. The Parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement. To this end, we will use consensual problem-solving techniques to the fullest extent possible (e.g., interest-based bargaining) prior to using traditional bargaining procedures.

Section 2. The Parties have entered into a Partnership agreement. The Parties agree that the Partnership process is evolving and continuing mutual trust and respect are key elements. To nurture the process, regularly planned Partnership Committee meetings will be held (e.g., quarterly, with Negotiating team members).

ARTICLE 3. Negotiation

Section 1. The Parties recognize that in some cases consensual problem-solving may not resolve an issue. The Parties both retain their statutory rights to enter into appropriate negotiations where problem-solving efforts have not resulted in resolution. Both Parties have the responsibility of conducting their negotiations and consultations in good faith.

Section 2. Matters appropriate for negotiation shall be personnel policies, practices, and all matters affecting working conditions so far as may be appropriate under applicable laws, current regulations, and Executive Orders.

Section 3. It is understood that no provisions of this Agreement shall nullify the rights of Employees, the Union, or the Employer as established by law, Executive Order or current regulations of appropriate authority.

Section 4. In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws in accordance with 5 USC Chapter 71.

Section 5. It is agreed that meetings between the Employer and the Union are an effective means of insuring the proper administration of this Agreement. Accordingly, designated representatives of Management and the Union will meet at least once a month to discuss problems, suggest changes or modifications, and other matters of mutual interest.

ARTICLE 4. Management Rights and Responsibilities

Section 1. Management rights are defined by 5 USC 7106 and Executive Order 12871 of October 1, 1993.

Section 2. Management recognizes its responsibility on an annual basis to notify Employees of their “Weingarten rights” (5 USC Chapter 71).

Section 3. Following the effective date of this Agreement, the Employer will reproduce 100 copies of the Agreement and deliver them to a Bargaining Unit Official for distribution to union members and new hires. Additional copies required by the Union will be requested in writing as necessary. Any addendum to this Agreement will also be furnished to the Union for distribution.

ARTICLE 5. Employee Rights

Section 1. Employees shall have the right freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity, and each Employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. No interference, restraint, coercion, or discrimination shall be practiced by either Party to encourage or discourage membership in a labor organization.

Section 2. Nothing in this Agreement shall require an Employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. No Employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy.

Section 4. Except when law enforcement or immediate security requirements dictate, Employees have the right to refuse an assignment that they reasonably believe presents an imminent risk of death or serious bodily harm.

Section 5. Employees have the right to receive feedback given in a professional and courteous manner, privately, if appropriate and possible.

Section 6. If an Employee reasonably believes that an investigation may result in disciplinary action against himself/herself, the Employee may request union representation. This request will be honored by Management. It is not Management’s

responsibility to offer Union representation. Management should indicate to the Employee if it is going to be a fact-finding meeting.

Section 7. In the event that a lawsuit is filed against an Employee of the Unit for actions taken during the course of his or her employment with the U.S. Government, the Employee may submit a written request for legal representation through the Employer's legal office to the Department of Justice. The Employer agrees to forward such request in an expeditious manner to the Department of Justice for a determination as to whether representation will be provided.

Section 8. An Employee request to attend funerals of police officers and military personnel will be considered on a case-by-case basis.

ARTICLE 6. Union Rights and Obligations

Section 1. The Union has the exclusive right to represent all Employees of the Unit in consultations and negotiations with the Employer regarding personnel policies, practices, or other matters affecting working conditions.

Section 2. The Union shall be given the opportunity to be represented at any examination of an Employee by the Employer in connection with an investigation if (a) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and (b) the Employee requests representation. It is understood that the Union representative may participate in the discussion during the examination; however, the Employer has no obligation to bargain with any Union representative who may be permitted to attend the investigatory examination. The Union representative's participation will not be to argue or disagree with Management.

Section 3. Official straight-time of 84 hours per year is available to the Union for IBPO-sponsored training sessions. Written requests for such absence will be submitted via the chain of command to the Head of the Police (Physical Security) Division. Subject to normal administrative constraints (e.g., manpower requirements), the request will be approved.

Section 4. The Employer agrees to provide to the Union suitable office space. The Union shall be responsible for maintaining the space and furnishings in a clean, secure condition and for restricting its use to the performance of authorized representational functions or internal Union business.

Section 5. The Employer agrees that a bulletin board located in the police station will be retained for the exclusive use of the Union. Prior approval for posting material will not be required; however, the Union agrees that no material posted shall be libelous, scurrilous, derogatory, or inflammatory.

Section 6. Union representatives may use government telephones for authorized Union business, any additional expenses will be paid by the Union.

Section 7. The Employer recognizes that Employees in the Unit may be elected or appointed as a delegate to a Union convention or other such function, which necessitates an absence from the activity for periods not to exceed two weeks. In this regard, the Employer will authorize annual leave or leave without pay subject to the reasonable requirements of the Employer for such Employees, provided reasonable advance notice is given. This request will not be unreasonably denied.

Section 8. Employees may be granted annual leave and/or leave without pay for a period not to exceed one year, consistent with work requirements and regulations, to serve as a full-time Union official to the International Brotherhood of Police Officers. Provided staffing allowances permit and the above requirements are met, the Employer may also consider requests for an extension of one additional year.

Section 9. Employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. Such leave of absence without pay shall not exceed one year for each application.

ARTICLE 7. Representation and Conduct of Union Business

Section 1. The Head, Police (Physical Security) Division, is designated as the principal contact point for conducting business with the Union. Such designation will not in and of itself preclude the Union from contacting the Department Head, Commanding Officer, or other management officials on any matter that may appropriately be brought to their attention.

Section 2. The President of the Union or a duly authorized representative will be the spokesperson for the Union and shall have the right to consult and negotiate with Management on matters covered by this Agreement.

Section 3. The Employer will recognize duly authorized Union officials to represent the Employees of the Unit. The Union shall keep the Employer advised, in writing, of the names of its officers and stewards by posting on the Union bulletin board within the Police (Physical Security) Division. The Employer will be advised within thirty (30) days of any change in Union officers or stewards and will only deal with current officers on representation matters.

Section 4. Union officers and stewards are authorized a reasonable amount of time during duty hours to perform official representational duties as are necessary to properly represent the interest of all members of the Unit and to carry out the provisions of this Agreement. They shall conduct their business promptly and will make every effort possible to eliminate conflicts between their regular duties and their Union duties.

The Parties mutually agree that they will approach representational duties in a professional, efficient manner.

Section 5. When Union officials or stewards desire to be excused from official duties to engage in authorized Union activities (Section 4) they will request permission from their supervisor and state the nature of the representational duties, where, and the anticipated length of time that will be required. Management will, given work consideration, promptly act upon this request. When the union business is concluded or if more time is necessary, the union official will contact the appropriate supervisor. The supervisor shall authorize the absence unless consequential work requirements preclude immediate release in which case he/she will be released as soon as possible. The supervisor will furnish the Employee and Union official an area suitable for private conversation insofar as the work area or facilities allow.

Section 6. Authorized representatives of the International Brotherhood of Police Officers who are not Employees, will be allowed to visit the Naval Air Weapons Station to conduct authorized Union business. If this Union representative desires to either speak with Management or enter work spaces, a request for such admission will be made to the Employee and Labor Relations Team sufficiently in advance of the visit to allow for proper arrangements. The request will advise the Employer concerning the time and purpose of the visit. Such admission is subject to normal security restrictions.

Section 7. A Union official will be permitted to address new Employees for a reasonable period of time. The presentation may not be used for solicitation of membership.

ARTICLE 8. Voluntary Allotment of Union Dues

Section 1. The Employer shall deduct from pay of all eligible Employees who voluntarily authorize such deductions and who are employed with the Unit, in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the Employer from the Employee's pay each payroll period when the following conditions have been met:

- a. The Employee's earnings are regularly sufficient to cover the amount of the allotment.
- b. The Employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.
- c. Such completed form has been turned over to the Employer by a Union representative.

Section 3. Allotments may be submitted to the Payroll Branch at any time. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer.

Section 4. An Employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Separation of an Employee from the Unit.
- c. Receipt by the Employer of notice from the Union that the Employee has been suspended or expelled from membership in the Union.

Section 5. An allotment for the deduction of an Employee's Union dues may also be terminated by the Employee through submission to the Employer of a Standard Form 1188 properly executed in duplicate by the individual Employee. The original and duplicate shall be furnished to the Pay Branch. The duplicate shall be promptly forwarded by that office to the Union upon receipt from the Employee. A termination of allotment under this section shall be effective the first pay period after the anniversary date and 1 March each year thereafter provided the revocation is received by the Pay Branch by such date.

Section 6. The Employer shall transmit to the Comptroller, International Brotherhood of Police Officers, within three workdays when possible after each payday, day, all of the following:

- a. An alphabetical listing in duplicate of the name and payroll number, and the amount deducted for each Employee on voluntary allotment.
- b. A check drawn on the Treasury of the United States and made payable to: Comptroller Fiscal, Office International Brotherhood of Police Officers 159 Burgin Parkway, Quincy, Massachusetts in an amount equal to the total of the allotment deducted.

ARTICLE 9. Personnel Records

Section 1. Official Personnel Folders.

- a. It is agreed that the Official Personnel Folder, maintained in the Human Resources Service Center-Southwest, is the official repository of personnel information regarding Employees. Only authorized documents (defined by OPM, or other appropriate Federal or Navy regulations) will be maintained in the Official Personnel

Folder. Unauthorized documents inadvertently placed in the Official Personnel Folder will be taken out, when discovered.

b. It is agreed that, to the extent it is not contrary to OPM regulations, each Employee and/or designated representative who has been so authorized in writing by the Employee shall, upon request, be permitted to review any document appearing in the Official Personnel Folder.

c. Regarding release of information to outside agencies in response to pre-employment inquiries: unless mandated by OPM, Navy, or other appropriate authority, the release of information held by the Employer will be made through the Human Resources Department records system manager and will be from the approved systems of records maintained by the Employer. A signed release by an individual Employee may be honored by police management.

Section 2. Division Personnel Folders. Documents maintained in the Division Personnel Folders are officially documented personnel actions, personal data (e.g., emergency data), medical information, and current performance appraisals. An Employee may review his/her folder upon request.

Article 10. Safety and Health

Section 1. The Parties agree to cooperate in the continuing effort to eliminate accidents and health hazards and to encourage Employees to work in a safe manner. The Employer agrees to provide appropriate (a) pre-employment medical examinations and (b) annual physical examinations and will take into consideration information furnished by the Employee's personal physician.

Section 2. Employees will be in a duty status while participating in required periodic job-related medical examinations.

Section 3. Protective clothing and equipment required by the Employer for the safe performance of duty including, but not limited to, a weapon in good condition, sufficient ammunition, helmet with liner, CPR mask, latex gloves, flexible restraints, baton, handcuffs, chemical agents, speed loaders/magazines, whistle, ID card, uniform badge, name plate, flashlight, portable radio, cold weather clothing for Police Officers assigned to areas such as the North remote ranges, and leather gear commonly referred to as "Sam Brown" equipment.

Section 4. The Employer will make conscientious efforts to provide and maintain safe working conditions to the full extent of its authority, that is, the Employer agrees to eliminate physical hazards to the extent these hazards can be eliminated and will reduce exposure to those that cannot be eliminated to the maximum extent possible. The Union will cooperate to that end and encourage the Employees to work in a safe manner.

Section 5. Except when exigent circumstances otherwise require, no Employee shall be required to work in or about areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices. Also, no Employee who is engaged in hazardous work shall be permitted to work alone.

Section 6. As medically required, prompt ambulance service and first aid will be provided to injured or incapacitated Employees on all shifts, to include transportation to an appropriate medical facility. The Employer will notify the Employee's next-of-kin in the event of serious work-related injury or death.

Section 7. The Union may appoint a representative to the Department Safety Committee. The Union representative is expected to fully participate in the Committee meetings.

Section 8. For Officers working on remote range patrols where no facilities are available for securing water and taking care of sanitation needs, the Employer and Employee shall make appropriate arrangements to take care of the Officer's needs. When an Employee's work hours are extended in one of the remote range areas described above, the Employer will make appropriate arrangements to transport food/water as needed to the Employee.

ARTICLE 11. Police Reports

Section 1. It is agreed that Police Reports are an important part of an Officer's job. The substance of a Police Officer's report will not be changed without the Police Officer's knowledge and agreement, if applicable. Applicability is determined by Management. Disagreements can be pursued through the appropriate problem-solving or grievance system.

Section 2. Reports are to be clear and understandable so that the Officer may provide clear and precise testimony in any subsequent court proceedings related to the report.

Section 3. Training and guidance will be provided to Police Officers in report writing (e.g., sample books, etc.).

ARTICLE 12. Seniority

Section 1. Seniority, as it relates to the selection of shift assignments (Article 13), annual leave (Article 17), and days off (Article 13), is defined as continuous time within the current job title (e.g., Police Officer) within the Police (Physical Security) Division.

Section 2. Management will assign/allocate military members shift assignments, days off, and annual leave on a ratio basis (number of military assigned to patrol/number of total patrol officers).

Section 3. Employees hired off the P.P.P. (DOD Stopper List) will receive seniority credit for their civilian federal law enforcement experience after one (1) year on the job at China Lake.

ARTICLE 13. Work Schedule, Hours of Work, and Shift Vacancies

Section 1. Work Schedule.

a. Work scheduling by Management encompasses determination of the appropriate administrative workweek, tours of duty, shift schedule, number of personnel required, work force balance, leave requirements, training needs, overtime required, etc. The determinations made regarding each of the above-listed areas may fluctuate based on factors such as mission requirements, workload, and budget. Management will interest-based bargain/consult/negotiate appropriately with the Union when significant change is contemplated.

Section 2. Days Off.

a. The normal administrative workweek encompasses five work days. The days available for scheduled days off will be specified by Management. Certain bargaining unit positions (e.g., Division clerical personnel and armorer) have designated days off. All other Employees will select their days off from the listing of available days off provided by Management. The listing will specify for each shift the days off available. Days off will be requested in order of seniority. The listing will be utilized twice yearly (November and May) with the resulting selections effective at the start of the leave year and the beginning of the 14th pay period, respectively. Where application of the seniority selection system causes administrative difficulties (e.g., work force imbalance), Management retains the right to make appropriate change in days off. Employees not working in the Division when days off selection are made will have their days off assigned by Management.

b. When personnel actions such as assignment changes, reassignment within the Division, vacancies, or shift reassignments occur, days off may be changed by Management. Management will attempt to minimize disruption to Employees when making changes. Further, where unique circumstances exist which may cause Employees to request a change in shift, days off, or other aspects of the work schedule, the request will be considered. Any exception to the normal procedures allowed by Management will be made known to the Union.

Section 3. Vacancies on shifts.

a. When it is determined by the Employer there is a vacancy on a shift or shifts to be filled, Management will post the shift vacancies. At that time, Employees may submit by memo their first and second choice of shifts. Management will fill the vacancy in accordance with the seniority, defined in Article 12. The Employees filling the vacancy will be assigned the available days off and will retain them until the next selection of days off.

b. New-hires will be assigned to the Division for training purposes. At the conclusion of such training, they will be tentatively assigned to a vacancy on a shift. Before the new-hire reports to his/her assignment, senior officers will be afforded the opportunity to apply for any open assignments.

Section 4. Management and the Union agree to allow periodic management initiated movement of bargaining unit personnel to resolve issues such as individual and Division training/developmental needs, officer exposure to the various technical aspects of law-enforcement duties on all shifts, officer exposure to upper management fostering career enhancement, to avoid officer burnout/stagnation, and to deter development of the negative aspects of “clique” mentality within the various shifts.

a. Individual officers with less than three (3) years Division service may be subject to shift rotation at Management’s discretion and based on perceived need. Normally shift rotation will occur at regular intervals (i.e., every six (6) months.)

(1) “Division time” is defined as continuous (less than a 60-day gap) civilian or military time within the Police Division.

(2) P.P.P. (DOD Stopper List) placements will start their three (3)-year period at zero and remain subject to rotation for three (3) years from the date of Division hire.

b. Individual officers with more than three (3) years Division service may be subject to involuntary rotation every four (4) years.

(1) Involuntary shift rotation of officers may only be initiated every two (2) years.

(2) Those officers rotated will serve a minimum of one (1) year on their assigned shift before reverting back to the seniority pool for shift selection.

(3) Management will seek volunteers first, however, Management is not obligated to accept volunteers if their individual rotation to a different shift will not resolve issues listed above.

- (4) Monetary incentive awards will be provided to those officers displaced (including volunteers) by their shift rotation.
 - (5) Officers receiving incentive awards for shift rotation will remain eligible for additional awards based on performance.
- c. Individual performance issues that warrant shift rotation will be handled according to established OPM rules and discussed with Union officials prior to involuntary shift rotation outside of policies established in items (a) and (b) above.

Section 5. To the extent possible, Management will man in accordance with OPNAVINST 5530.14C.

ARTICLE 14. Adjustment of Work Schedules for Religious Observances

Section 1. An Employee's election to work compensatory time in order to be excused from duty for religious observance purposes may be granted unless prevented by exigencies of the service. In the event an Employee has worked compensatory time in advance of the requested time off, release from duty for that religious observance will be authorized unless such schedule would interfere with efficient accomplishment of the Division's mission.

ARTICLE 15. Promotions and Temporary Assignments

Section 1. Promotions and temporary assignments to positions within the bargaining unit will conform to the provisions of the current Federal personnel manual and other current applicable provisions of law and regulations.

Section 2. Understanding that merit promotion is but one option for filling positions (other options: reinstatements, OPM registers, expanded area-of-consideration advertisements, etc.), it is agreed that the Employer shall, give full consideration to the skills and talents of the Employees for promotions and temporary assignments to positions within the bargaining unit.

Section 3. Management will post vacancy announcements on the official bulletin board(s) in the Police Building and will send e-mail copies to all hands in the bargaining unit.

Section 4. If requested by the Employee, it is agreed that the selecting supervisor will advise unsuccessful best qualified candidates of the reasons for the selection made within the Police (Physical Security) Division and the reasons for non-selection.

Section 5. It is understood that, if an Employee fails to receive proper consideration for a promotion action, the Employee will be given priority consideration as described in the current Merit Promotion instruction.

Section 6. A temporary assignment or detail is the movement of an Employee to a different position or set of duties for a specific period without a change in pay status. When opportunities exist for temporary assignment or detail of an Employee for more than one week, Employees will be given the opportunity to volunteer. If the assignment is to a higher graded position and will be for more than 14 days, Management will temporarily promote the Employee for those complete pay periods encompassed by the temporary assignment.

Section 7. Temporary assignments of more than 30 days will be made a matter of record in the Employee's Official Personnel Folder.

ARTICLE 16. Overtime

Section 1. The Employer retains the right to assign overtime. Overtime will be assigned in a fair and equitable manner, taking into consideration factors such as skills, safety, qualifications, training, worksite, etc.

Section 2. Management will maintain a mandatory overtime roster in accordance with the CLPD Policy and Procedures. Once notified of the requirement to work overtime, the notified Employee is responsible for reporting at the specified time. The following procedure may be used to arrange for a substitute:

- a. When contacted by the Employer, the Employee will acknowledge that they are responsible for working the overtime. If they want a substitute Employee to work in their place, it is the Employee's responsibility to locate an acceptable substitute.
- b. If the Employee has located a substitute, both the notified Employee and the substitute will promptly confirm the substitution with the Employer.
- c. For "a" and "b" above, the Employer retains the authority to approve/deny the substitution.
- d. Only the Employee who actually works the overtime will receive credit on the mandatory overtime roster.

Section 3. A person who volunteers for special events (e.g., Air Show, Change of Command) will not receive credit on the overtime roster. Special events will be posted as far in advance as possible.

Section 4. Nothing in this section precludes Management from directing Employees to work overtime until persons next up on the roster can be located. If the Employee directed to work overtime works four (4) hours or more, the Employee receives credit on the overtime roster. The Employee performing the overtime work may inform the Employer if they desire to work only until a person on the mandatory overtime roster can report or if they desire to work for the entire shift. The Supervisor will render a decision based on the needs of the division.

ARTICLE 17. Annual Leave

Section 1. General annual leave policy is described in the Time, Leave, and Pay Instruction.

Section 2. The Employer shall prepare a leave schedule for bargaining-unit members for each shift. The schedule will show the maximum number of each position that normally may be released on scheduled leave at any one time (this number is presently set at one Employee per shift in each position). Each Employee will be given the opportunity between 1 January and 31 January to select a period of annual leave for the year of not less than one (1) consecutive scheduled workweek. Seniority (as defined in Article 12, Seniority) will determine order of selection. After all Employees have had the opportunity to select one (1) consecutive period of scheduled leave, the schedules will be posted by 15 February and Employees may select a second period of scheduled annual leave within ten (10) days of posting. This leave will also be granted by seniority. These selections will normally remain unchanged for the balance of the leave year. However, the Employer retains the right to cancel scheduled leave and recall an Employee from leave should circumstances dictate. Normally, Employees will only be recalled due to unusual or emergency circumstances. In the event that the leave is cancelled, the Employee will select another period from those remaining periods available.

Section 3. Those Employees who were not in the bargaining unit during the leave selection process defined in the above section will utilize the process defined below for annual leave requests.

Section 4. Requests for annual leave not covered in Section 2 will be considered in the order of their submission.

Section 5. Emergency requests for leave will be considered on an individual basis. Employees requesting leave will call the supervisor on duty prior to the Employee's tour of duty, circumstances permitting. The Employee will state the reason(s) for the request and the approximate time he/she anticipates to be absent from work. Emergency requests for leave will normally be granted, the Employer agrees that the Employee will be advised without hesitation for any disapproval.

ARTICLE 18. Sick Leave

Section 1. Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave will be granted to Employees when they are incapacitated because of illness or injury. Employees who are unable to report to duty because of incapacitating conditions will notify the on-duty Watch Commander as soon as possible prior to the start of the Employee's shift and will discuss the expected duration of illness; if the duration is unknown, the Employee will call in daily. An exception to the notification requirement will be an extreme emergency or where circumstances do not permit time for this notification. Nothing above prevents Management from subsequently disapproving sick leave if abuse of sick leave is discovered.

Section 2. Except as hereinafter provided, Employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds five continuous days. However, a Supervisor may accept an Employee's signed statement explaining the nature of the illness, instead of a medical certificate. However, when there is reason to believe that sick leave has been abused, the following applies:

- a. Where the problems arise from a pattern of sick leave abuse: A medical certificate could be required to justify the granting of subsequent sick leave, regardless of the duration. When such a requirement is levied, it is agreed that the Supervisor will review the sick leave record at least annually, and upon request of the Employee, semi-annually. Where such review reveals sufficient improvement in the usage of sick leave during the review period, the Employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed due to illness for periods of five days or less.
- b. If an individual request for sick leave appears questionable, the Supervisor can ask for additional information (e.g., a medical certificate). Ideally, this Employer request for additional information will be made as soon as possible.

Section 3. Maternity/Paternity leave will be granted in accordance with applicable laws, current rules or regulations.

ARTICLE 19. Civic Responsibilities

Section 1. All Employees have a civic responsibility to respond to calls for jury duty and other court services.

Section 2. Permanent and temporary full-time and part-time Employees are entitled to court leave for jury service in any municipal, state, or federal court. When discharged from jury duty by a court during working hours, an Employee is permitted a reasonable amount of time to return to work, depending upon the location of the court and the distance to the worksite. Following discharge from jury duty, Employees on the swing or night shifts will be given court leave for all or part of their shift only if a return to duty would be a hardship considering the time of discharge and time of shift.

Section 3. Employees who are summoned or assigned by the Employer to (a) testify (whether in an official or unofficial capacity) or (b) produce official records on behalf of the United States will be in an official duty status. Employees who are summoned or assigned by the Employer to testify in an official duty status. Employees who are summoned or assigned by the Employer to testify in an official capacity or to produce official records on behalf of a state or local government or a private party will be in an official duty status. Employees who are summoned to appear as a witness in a judicial proceeding on behalf of a state or local government will be granted court leave.

Section 4. Employees who are released by Management to serve as blood donors will be granted excused time, without loss of pay and without charge to leave, up to 4 hours if necessary.

ARTICLE 20. Temporary Duty Travel

Section 1. Employees may be required to travel only under conditions prescribed by pertinent provisions of the Joint Travel Regulations. When such temporary travel duty is necessary, the desires, convenience, and comfort of the Employees will be considered consistent with the mission assigned. In this regard, the Employer will make reasonable effort to schedule travel during normal duty hours.

ARTICLE 21. Training

Section 1. The Parties agree that the training and development of Employees within the bargaining unit is a matter of significant importance. The Employer will, taking into account respective position and budget requirements, train Employees in a fair and equitable manner.

Section 2. The Employer agrees to record appropriate job-related training accomplishments and provide a copy of such to the Employee on request.

Section 3. It is the policy that Employees will be provided instruction in the use of new forms or equipment required in the performance of assigned duties; normally, prior to implementation.

Section 4. Weapons qualifications and/or familiarizations will be conducted for all authorized weapons in accordance with current Navy instructions, rules, and regulations.

Section 5. The Employer will make a conscientious effort to notify Employees of mandated training as far in advance as possible which will result in a work schedule change or necessitate off-station travel.

ARTICLE 22. Classification and Wage Administration

Section 1. Upon request, Employees shall be furnished a copy of their official position description and may discuss its contents with their supervisor at any time deemed to be mutually convenient given workload considerations. The official position description contains all of the principal duties and responsibilities which may affect the classification, title, series, or grade of the job.

Section 2. The Employer will inform the Union prior to the implementation of any new or revised position classification standards which will adversely affect the present classification of positions in the Unit. Position classification standards will be made available for review in the Human Resources Department.

Section 3. The term “performs other duties as assigned” as used by Management shall normally mean tasks related to the position.

ARTICLE 23. Disciplinary and Adverse Actions

Section 1. The Employer has the sole responsibility for initiating and effecting disciplinary action (reprimands and suspensions of up to 14 days) or adverse action (suspensions of more than 14 days, downgrades, furloughs, and removals). Such actions will be taken in accordance with applicable laws and regulations.

Section 2. The parties agree to utilize alternative discipline where appropriate. Both the Employer and Employee must mutually agree to utilize this option. No negative inference will be drawn if the parties do not utilize this process.

ARTICLE 24. Demonstration Project Provisions

Section 1. Certain members of the bargaining unit occupy positions covered by the Demonstration Project. Various laws and regulations have been waived as part of the Demonstration Project’s approval. Because of these waivers, some Demonstration Project procedures differ from other Civil Service procedures. Further, various Demonstration project implementing procedures now in existence may change as experience or outside influence dictate.

Section 2. It is the intent of the Employer and Union that, where a conflict exists between current Demonstration Project policies such as migration to a lower classification level, performance rating appeals, and classification appeals and the Agreement between the Parties, that Demonstration Project appeal/review/reconsideration procedures will be followed for Employees in the Unit who are in Demonstration Project positions.

Section 3. Unit Employees who occupy positions covered by the Demonstration Project can use the appropriate problem-solving or negotiated grievance procedure on all non-Demonstration Project issues.

ARTICLE 25. Grievance Procedure

Section 1. The purpose of the grievance procedure is to provide a framework for resolution of Employee, Employer, or Union concerns.

Section 2. For the purposes of this article, a grievance means any complaint:

- a. By any Employee concerning any matter relating to the employment of the Employee,
- b. By the Union concerning any matter relating to the employment of any Employee,
- c. By the Employer, the Union, or an Employee concerning:
 - (1) The effect or interpretation, or a claim of breach, of this Agreement.
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Matters excluded from the Grievance procedure are:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance decisions.
- c. Any examination, certification, or appointment.
- d. Certain Demonstration Project issues, as defined in Article 24.
- e. Non-use of alternative discipline.

Section 4. Any Union or Employee grievance not taken up with the Employee's Supervisor within thirty (30) days after the occurrence of the matter out of which the grievance arose shall not be presented or considered at a later date except where the Employee or Union could not have been aware of being aggrieved. Where the Employee or Union could not have been aware of being aggrieved, the time limit for filing a grievance is extended to six (6) months after the occurrence of the matter out of which the grievance arose. Where the Union or the Employee does not meet a specified time requirement for processing a grievance, the grievance processing is stopped. Where Management does not meet a specified time requirement for processing a grievance, the

grievance may move to the next step. Extensions may be mutually agreed upon when the Union and Management determine it is in their best interests.

Section 5. A grievance may be withdrawn by the filing party at any time.

Section 6. When several Employees have an identical grievance (where no individual variations are involved), the Union will combine the cases for processing under the grievance procedure as a class action. The Employees will be advised by the Union that it is processing a class action grievance for the group.

Section 7. An Employee may be represented only by the Union (or by a person approved by the Union) in filing a grievance under this procedure. An Employee wishing to present a grievance without the intervention of the Union may do so; however, any grievance adjustment must be consistent with the terms of this Agreement and the Union will be given the opportunity to be present at the time of adjustment. Requests for adjustment shall be made in accordance with the procedures defined in Section 8 except that the Employee is not entitled to any representation at the various steps.

Section 8. When using the traditional grievance process, the following procedures will be used:

Informal. The grievance will first be discussed informally by the Employee with the immediate Supervisor (normally, the Watch Commander) within thirty (30) days of the occurrence of the matter of concern (see Section 4 for the only exception to this rule) or from the time the Employee became aware of the matter of concern. The immediate Supervisor will answer the grievance within ten (10) days of receipt of the grievance.

Step 1. If no informal resolution is reached, the Employee may file a written grievance with the appropriate Branch Head. This filing must be made within ten (10) days after receipt of the informal answer. The grievance will be answered in writing within ten (10) days of receipt of the grievance. The Employer will provide the Employee with two copies of the decision; it is the Employee's option to give the Union a copy.

Step 2. If no resolution is reached at Step 1, the Employee may file a written grievance with the Division Head. This filing must be made within ten (10) days after receipt of the Step 1 answer. The grievance will be answered in writing within ten (10) days of receipt of the grievance. The Employer will provide the Employee with two copies of the decision; it is the Employee's option to give the Union a copy.

Step 3. If no resolution is reached at Step 2, the Employee may file a written grievance with the Head, Safety and Security Department within ten (10) days after receipt of the Step 2 answer. The grievance will be answered within thirty (30) days. The Employer will provide the Union a copy of the decision to the Employee. If the Employee is dissatisfied with the Step 3 answer, the Employee may request the Union to invoke arbitration (see the Arbitration

article); arbitration must be invoked within thirty (30) days of the Step 3 answer.

Section 9. Employee grievances arising from disciplinary or adverse actions are handled as follows:

- a. Grievable letters of caution and requirement and letters of reprimand, if grieved, begin at Step 3 of the grievance process.
- b. Suspensions of fourteen (14) days or less, if grieved, may be arbitrated if the Union so chooses.
- c. Adverse actions (suspensions of more than fourteen days, downgrades, removals, and certain furloughs), if grieved, are handled in accordance with law. As described in law, an Employee can elect to either grieve the adverse action or exercise statutory appeal rights, but not both.

ARTICLE 26. Arbitration

Section 1. Only Management or the Union may elect arbitration. The party requesting arbitration shall notify the other party (the Union will notify the Employee and Labor Relations Division; Management will notify the Union President) in writing within thirty (30) days after receipt of the decision from the last step of the grievance process.

Section 2. The moving party shall request the Federal Mediation and Conciliation Service to provide a list of nine (9) arbitrators. The Parties shall confer within ten (10) days after both parties have received copies of the list. The Parties will alternately strike names until only one name remains. The remaining name will be the duly selected arbitrator. Determination of who will strike a name first will be decided by a coin toss.

Section 3. Submissions. Within ten (10) days after the selection of the Arbitrator, the Parties will contact the Arbitrator and set an acceptable date for the hearing. Within twenty (20) days after setting the hearing date, the Parties' representatives will correspond and attempt to agree upon the issues, the matters of stipulation, and joint submissions, including material facts and each Parties' position on the grievance. Twenty (20) days prior to the hearing date, the above submissions will be made to the Arbitrator. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement. If the Parties cannot agree on the submissions, each Party will make its own submission within the above time limits, providing a copy to the other Party.

Section 4. Hearing Location and Witnesses. The arbitration hearing will be held, whenever practicable, on the Employer's premises and during the normal "day" shift hours. Employees called as Union witnesses will be excused from duty without loss of pay or charge to leave to the extent necessary to participate in the official proceedings if

otherwise in a duty status; it is understood that overtime or compensatory time will not be paid for time involved in the proceedings. Any cost involved in calling non-Naval Air Weapons Station witnesses is paid for by the calling Party.

Section 5. Costs. The compensation and expense of the Arbitrator and of arbitration shall be borne equally by the Parties. Where not required by the Arbitrator, either party shall have a right to a transcript at its own expense.

Section 6. Priority. Grievances which are appealed to Arbitration and which contain continuing liability shall be given priority over all other grievances in the arbitration procedure at that time.

Section 7. The arbitrator will be requested by the Parties to render a decision as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearings unless the Parties otherwise agree.

Section 8. The arbitrator's finding shall be binding on the parties; however, either party may file exception to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA. If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on implementation of the finding, they will notify the other party within twenty (20) days of receipt of the arbitrator's finding.

ARTICLE 27. Unfair Labor Practices

Section 1. Prior to filing an official Unfair Labor Practice charge, the parties agree that an attempt at local resolution or settlement will be made by use of consensual problem-solving means.

ARTICLE 28. Equal Employment Opportunity

Section 1. The Parties agree to cooperate in providing equal opportunity for all persons, to prohibit discrimination because of age, sex, race, religion, color, national origin, non-disqualifying physical or mental handicap, or as amended by law.

ARTICLE 29. Sexual Harassment

Section 1. Sexual harassment is a form of Employee misconduct which undermines the integrity of the employment relationship. All Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment debilitates morale and interferes in the work productivity of its victims and co-workers.

Section 2. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an Employee on the basis of conduct not related to performance, such as taking or refusal to take a personnel action, including promotion of Employees who submit to sexual advances or refusal to promote Employees who resist or protest sexual advances.

Section 3. Specifically, sexual harassment is deliberate or repeated unsolicited verbal comments, gestures, or physical contacts of a sexual nature which are unwelcomed.

ARTICLE 30. Reduction-in-Force

Section 1. The Employer agrees to notify the Union of any pending reduction-in-force adversely affecting the Employees in the Unit. Such notice will include reasons for the RIF, number, types, and grades of positions affected and will be provided to the Union prior to the issuance of RIF notices to Employees.

ARTICLE 31. Effective Date and Term


Section 1. This Agreement as executed by the Parties becomes effective on the date of approval by the Secretary of the Navy. It shall remain in effect for one year from that date. It may be extended for up to two years thereafter by mutual agreement. This contract remains in effect until a new one is negotiated and approved.

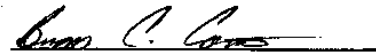
Section 2. During the course of this Agreement, amendment may be required because of changes in applicable laws or executive orders which affect any of the terms of the Agreement. In this event, the parties will meet within 30 days after receipt of a written request from either Party for the purpose of negotiating new language that will meet the requirements of such laws or executive orders. Such amendment will be duly executed and will become effective on a date determined to be appropriate under the circumstances. In witness, the Parties have executed this Agreement on 3 June 1999.


For Management:

For Union:

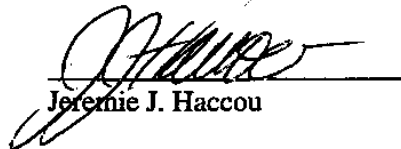

Donald J. Cortichiato
Chief Negotiator


Robinson (Bones) Hetherington III
Chief Negotiator


Brian C. Cornett


Richard L. Gossett, Jr.

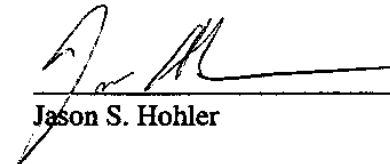

Will P. Levy III



Jeremie J. Haccou

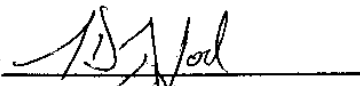

Jeffrey S. Morgan

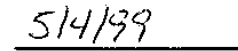

Scott W. Haygood


Kerry B. Swiggum


Jason S. Hohler


James D. Turner

APPROVED: 
J.D. Langford
Captain, U.S. Navy
Commanding Officer
Naval Air Weapons Station


Date

Approved by the Department of Defense on 3 June 1999 to be effective on that date.

NAWS/IAFF LOCAL F-32

LABOR CONTRACT

31 January 1997

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Article 1 - Exclusive Recognition and Unit Designation

Section 1. The Employer recognizes that the Association is the exclusive representative of all Employees in the unit; including those who are not members of the Association. This contract covers non-supervisory Demonstration Pay Project (DG) members of the Fire Division who are in positions described in Appendix I.

Section 2. For purposes of clarity, employees in the bargaining unit are referred to as “Employees”, Naval Air Weapons Station-China Lake management is referred to either as the “Employer” or “Management”, and the International Association of Firefighters is referred to as the “Association”. Further, “days” (unless otherwise stated), when mentioned in this Agreement, refers to “calendar days” and “operation” can refer to the various Fire Stations. Lastly, “IAFF” refers to the International Association of Fire Fighters.

Article 2 - Management Rights and Responsibilities

Section 1. Management rights, as defined by 5 USC 7106, include the right to manage the Fire Division (e.g., determine the mission, budget, organization, and number of Employees), schedule/modify working hours, institute changes in work practices, direct the work force (including the right to hire, promote, transfer, and take disciplinary/adverse actions). Management retains the sole responsibility to determine the numbers, type, and grades of Employees/positions, work projects and tour of duty.

Section 2. The requirements in this Article and in Article 4, Application of Federal Law and Regulation, shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Association.

Section 3. The Station recognizes its obligation, upon request, to negotiate the impact of “Management rights” (5 USC 7106(b)) changes.

Section 4. It is a Management responsibility, if disciplinary or adverse action is being considered against an Employee, to advise the Employee of the right to have a Steward present during the questioning, if the Employee so chooses.

Section 5. The parties have entered into a Partnership Agreement. The Parties agree that the Partnership process is evolving and continuing mutual trust and respect are key elements. To nurture the process, regularly planned Partnership Committee meetings will be held. The model used in these meetings is the consensus problem-solving model, modified to our needs, that the Federal Mediation and Conciliation Service trained us on during ‘Interest Based Bargaining.’

We will strive to use consensus problem-solving techniques to the fullest extent possible prior to using traditional bargaining procedures.

Section 6. When Employee position descriptions are to be reclassified, the Employer agrees to consult with the representative of the Association concerning the contents of the description and will give consideration to the Association's views.

Section 7. Past practices shall continue in full force and effect to the extent they are not in conflict with, or inconsistent with the Agreement.

Section 8. Consultation/Consult means the serious exchange of views and positions, either orally or in writing, on matters of mutual concern. In the process of consultation, both parties attempt to reconcile the other party's views with their own.

Article 3 - Employee Rights

Section 1. The Employer and the Association agree that employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity.

Section 2. It is further agreed that the rights do not extend to participation in the management of a labor organization or acting as a representative of such an organization where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. Each employee shall have the right, freely and without fear of penalty or reprisal, to discuss with their Fire Division supervisor(s) any matter affecting their duties, working conditions, and employment status. Upon the employee's request, the supervisor shall arrange a time to do this without unduly disrupting the work schedule of the employee or the supervisor.

Section 5. Employee representation rights will be in accordance with 5 USC 7114.

Section 6. When an Employee requests to see a Steward/Association Official, the Employee shall notify the immediate Supervisor of this request and the Supervisor shall, in a timely manner given mission requirements, arrange for the Employee to meet with the Steward.

Article 4 - Application of Federal Law and Regulation

Section 1. It is agreed and understood by the Employer and the Association that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Navy and Department of Defense policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Unfair labor practices.

a. In accordance with Section 7116 of Title VII of the Reform Act, agency management shall not:

- (1) Interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title VII;
- (2) Encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other considerations of employment;
- (3) Sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- (4) Discipline or otherwise discriminate against an employee because the employee filed a complaint, affidavit, or petition, or has give any information or testimony under Title VII;
- (5) Refuse to consult, or negotiate in good faith with a labor organization as required by Title VII;
- (6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by Title VII;
- (7) Enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of Title VII) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- (8) Otherwise fail to comply with any provision of Title VII.

b. In accordance with Section 7116 of Title VII of the Reform Act, the Association shall not:

- (1) Interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title VII;

(2) Cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under Title VII;

(3) Coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;

(4) Discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;

(5) Refuse to consult or negotiate in good faith with an agency as required by Title VII;

(6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by Title VII:

(7) (a) Call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor/management dispute if such picketing interferes with an agency's operations, or (b) condone any activity described in subparagraph (a) of this paragraph by failing to take action to prevent or stop such activity.

(8) Otherwise fail or refuse to comply with any provisions of Title VII; or

(9) Deny membership to any employee in the Unit except for failure of the employee to (a) meet reasonable occupational standards uniformly required for admission; or (b) tender dues uniformly required as a condition of acquiring and retaining membership. This does not preclude the Association from enforcing discipline in accordance with procedures under its constitution or by-laws which conform to the requirements of Title VII of the Reform Act.

c. Prior to filing an official unfair labor practice charge with the Federal Labor Relations Authority, the Employer and Association agree that an attempt at local resolution or settlement will be made, and will take no longer than fourteen (14) calendar days. The time allowance may be extended only by mutual consent.

Article 5 - Association Representatives

Section 1. The Association shall submit to the Employer the names of local Association Officers and Stewards. This listing shall be in writing and shall be kept current by the Association. The Employer agrees to provide training for dispute resolution and general steward training for appointed stewards and Association Officers. The total number of Association Officers shall not exceed five (5), the President, 1st Vice

President, 2nd Vice President, Secretary, Treasurer any of five (5) board members. The Employer further agrees that Association Officers as listed above will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with 5 USC 7114. It is agreed that five (5) members of the Unit may be designated as Stewards for the specific purpose of investigating and processing grievances of members of the Unit. Employees at Fire Station 4 (Randsburg Wash) shall be represented by the Steward at Fire Station 1. It is the intent of the Employer and the Association that the Steward will normally conduct Association/Employer business with an employee's immediate supervisor. If necessary, an Association Officer may be requested by the Steward to assist him in the conduct of Association/Employer business. In the absence of the Steward, an Association Officer may serve as Steward.

Section 2. Subject to Fire Division staffing requirements, employees in the Unit who have been elected or otherwise designated to participate in official Association business requiring their absence from work may be granted a leave of absence for that purpose. Reasonable notice shall be submitted by the Association in writing to the Employer designating: (1) the employee(s) to be absent; (2) the purpose for which such absence is required; (3) the duration of such absence; and (4) the period of leave requested to permit reasonable travel time to and from such place of business; (5) expenditures for such business if known. At the option of the Employer, such absence may be charged to official time or administrative leave, if in the best interest of the Employer, or the employee(s) may elect annual leave or leave without pay.

Section 3. Official time is not authorized for such activities as solicitation of membership, preparation of employee's dues, campaigning for offices, distribution of materials, or other matters pertaining to the internal business of the Association.

Section 4. Consistent with staffing requirements, Association Officers will be allowed reasonable official time during work hours to discuss work-related matters within the scope of this Agreement with the Employer or representative of the Employer. Association Stewards will be allowed reasonable time to investigate complaints and process grievances of members of the Unit on official time if in a duty status. The intent is to bring about prompt and expeditious disposition. The Employer agrees that there shall be no restraint, interference, coercion, intimidation, or discrimination against Officers and Stewards because of the performance of such duties.

Section 5. The Association shall be given the right to have a representative present at discussions, examination or investigation between supervisors and employees concerning grievances, personnel practices or other matters affecting general working conditions of employees in the unit.

Section 6. When an employee(s) wants to see his Steward, he shall notify his immediate supervisor that he wishes to see his Steward, and the supervisor shall, as soon as practicable, arrange for the employee to see his Steward. Immediate arrangements will be made in cases involving alleged hazardous conditions or a lost-time accident.

Section 7. When it is necessary for a Steward to leave his work station during working hours in the performance of his Steward's duties, he will secure permission to

leave from his immediate supervisor, and will report to the immediate supervisor of the aggrieved employee and on return to his own work station the Steward will notify his immediate supervisor.

Section 8. Consistent with staffing requirements, the Employer will attempt to avoid the transfer of any Steward from the schedule that he held at the time he was designated Steward. Reasonable advance notice will be made to notify the Association if the transfer is known to be longer than thirty (30) days.

Section 9. Duly authorized officials of the International Association of Fire fighters shall be permitted to visit the Fire Division for conducting official Employer-Association business but not to conduct internal Association business.

Section 10. Association bulletin boards will continue at all three stations. Employee bulletin boards will be maintained in the living quarters of all stations to be used for personal messages and bulletins, etc.

Section 11. Use of Office Space and Equipment. The Employer agrees to provide space for the Association to conduct its official representational duties. This will include an Employer provided telephone with an outside line. In addition, the Employer will allow the Association to utilize, if available, the Fire Department's copier and FAX. The Association agrees to pay for and/or provide all supplies associated with using this equipment, this includes but is not limited to paper, toner, ribbons, computer disks, etc.

Section 12. Use of Official Facilities. The Employer agrees to provide facilities available for meetings of IAFF Local F-32 during non-working hours of unit employees and the use of space is not precluded by official need or the terms of applicable directives. Such use will have no disrupting or distracting effect on the mission of the Employer.

Article 6 - Work Schedule

Section 1. For the purposes of this Agreement, the following terms are defined to mean:

- a. "Schedule". A scheduled tour of duty separated by a scheduled tour of no duty.
- b. "Schedule". The personnel assigned to a fire suppression operation/schedule normally under the direction of an Assistant Fire Chief.
- c. "Operation". Fire Station No. 1, Fire Station No. 3, Fire Station No. 4, or any Fire Division function associated with each station.

Section 2. The assignment of employees to the Section and type of operation is the prerogative of the Employer. Within the constraints of 5 CFR 610, reasonable efforts will be made to give notice to employees when changing their operation or shift in

accordance with law, rule, and regulation; provided the change is not an emergency move but is of a permanent assignment.

Section 3. While the normal pattern of work in the Unit is a system with each schedule alternating 48 hour tours of duty, the Employer retains the right to change the work pattern to conform to new regulations or laws. Prior to making these changes, the Employer shall negotiate agreement on a mutually satisfactory work pattern with the Association in accordance with law, rule, and regulation.

Section 4. While the work pattern is a 48 hour shift, employees in each operation shall have seven (7) work schedules from which to select. The Employer shall issue a schedule of days off available for each shift and type of operation, consistent with staffing level requirements. Selections of day off will be made by the employees in order of seniority as defined in Article 16. Selection of work schedule shall be made from remainder of available work schedules. Thus, DG-3 Driver/Operators shall select from remainder of available work schedules after DG-3's have selected a work schedule, and DG-2 Firefighters shall select from remainder of available days after DG-3 Driver/Operators have selected a work schedule. However, when a vacancy occurs resulting in the relinquishing of a work schedule, those standing lower in the order of seniority for the selection of work schedules in the grade level or position affected will be provided the opportunity to reselect work schedules.

Section 5. The Employer agrees to post all schedule vacancies. Selection of these vacancies will be in accordance with seniority (see the Seniority article). Subject to staffing requirements.

Section 6. Work schedules selected will remain in effect until reselection unless one of the following occurs:

- a. The employee moves to a Fire Protection Inspector position.
- b. The employee voluntarily requests a change from one schedule and/or operation to another. In this event, new work schedule selection is made on the basis of seniority from among those remaining work schedules available.
- c. When the Employee is involuntarily changed from one schedule and/or operation to another, or promoted, the Employee may retain the same work schedule as previously held providing staffing levels permit.

Section 7. While the work pattern is a 48-hour shift operation, the following situations will be accepted practices:

- a. Employees will be allowed to trade time via work exchanges for one another when the employees mutually agree to such an arrangement. An employee may be involved in a maximum of two work exchanges per pay period. The work exchanges may be for all or part of the shift. The work exchange must first be approved by the Assistant Fire Chief and occur within the same pay period. All request(s) described

above will be submitted to the Assistant Chief no later than noon on the Wednesday of the week prior to the first shift requested.

b. It is agreed that a lower-graded employee may enter into work exchange for a higher-graded employee, to be determined on a case-by-case basis by the Assistant Fire Chief.

Section 8. Early Relief.

a. The Employer agrees to recognize the practice of early relief wherein fire suppression personnel may relieve another Employee on the opposite shift prior to his/her scheduled starting time. This practice will not have the effect of increasing or decreasing the number of compensable hours of work, over a period of time, where it is voluntary on the part of the Employees. The following guidelines are applicable to this practice:

(1) Employees reporting in on early relief will be required to report to the senior fire captain.

(2) Early relief is limited to one hour (between 0700 and 0800) and must be approved by the senior fire captain of the fire station where the relief is taking place. The supervisor will not withhold approval arbitrarily.

(3) A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employees at the time of the relief.

(4) An employee who utilizes the early relief must be fit and ready to assume all duties when reporting for work, including responding to all calls immediately.

(5) Since this practice is voluntary on the part of the Employee, the Employee's participation in this program will not result in any grievance or claim against the Employer. Management in no way will be responsible for tracking the amount of time traded between two Employees or whether that time was paid back entirely.

(6) If an Employee exercises the right to participate in the early relief practice and is properly relieved, the Employee will be considered off-duty and will not claim any injury sustained as an on-the-job injury.

(7) The Employee committed for overtime (the first employee from the top of the overtime list, who is on duty) in each position classification (Lieutenant and Firefighter) will not be allowed to participate in the early relief practice until all personnel scheduled to report for duty have arrived at their duty stations. It is the committed Employee's responsibility to ensure he/she does not effect an Early Relief until all scheduled personnel have arrived at their duty stations.

(8) It is agreed that a lower-graded Employee may enter into an early relief for a higher-graded Employee, to be determined on a case-by-case basis by the senior Station Captain.

- (9) The early relief will be by personnel assigned to the same Station.

Article 7 - Overtime

Section 1. Overtime assignments will be distributed among Employees who volunteer for overtime as fairly and equally as possible. The parties agree that overtime should be assigned and worked only when necessary.

Section 2. The Employer will make available to a Unit member their own Fire Division record of overtime assignments upon request.

Section 3. If an Employee is called back to work, any unscheduled overtime work performed will be considered to be at least two (2) hours in duration for overtime pay purposes. An Employee will be considered to have been called back to work if there is an intervening period before or after the normal shift in which no compensation is received.

Section 4. On request of an Employee, the Employer may grant the Employee compensatory time off from their scheduled tour of duty instead of paying overtime in accordance with applicable law, rule, and regulation. Overtime to be administered in accordance with agreements- Division Orders and MOUs.

Article 8 - Sick Leave

Section 1. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

Section 2. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by illness or injury and when it is necessary for them to secure medical, dental, or optical examination or treatment. Sick leave may also be granted to employees to care for family members in accordance with the Family Leave Act. Employees shall give the Employer maximum amount of prior notice of their intention to use sick leave for the above-stated purpose.

Section 3. Employees will normally not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave, unless such sick leave exceeds forty-eight (48) hours (for employees on a 56- or 40-hour schedules, more than three (3) days). It is agreed and understood that the Employer has the right to require in individual cases that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty.

Section 4. When there is specific evidence that the employee has abused sick leave privileges, the Employer may counsel the employee with respect to the use of his sick leave and a record of such counseling will be kept on file. Further, the employee may be furnished written notice that he must furnish a medical certificate for each absence which he claims was due to illness. Such written notices will not be filed in the

employee's official personnel file. Employees will be given two copies of the medical certificate requirement notice and advised that the additional copy is for delivery to the Association if the employee chooses. The attendance records of employees required to submit a medical certificate for each absence on sick leave shall be reviewed annually and upon request of the employee semi-annually. The requirement will be rescinded, in writing, at such time as improvement in the employee's sick leave record warrants. Sick leave absences covered by medical certificate(s) will not be considered as abuse of sick leave.

Section 5. Unearned sick leave may be advanced to an employee not to exceed thirty (30) days.

Section 6. When an employee has a temporary work limitation which is caused by a job-related traumatic injury or occupational illness, the Employer will utilize NAWCWPNSCENINST 12810.1 and FPM 810 (Injury Compensation Program) for guidance regarding the decision to grant or deny an employee's request for sick leave. In accordance with appropriate laws and regulations, consideration will be given to providing light duty work for firefighters who are injured or become ill from off-duty issues.

Section 7. The Fire Division policy regarding Sick Leave is defined in the Civilian Personnel Timekeeping and Labor Reporting Procedures (NAWCWPNSCENINST 7410.1) except: When it is determined that an Employee will be required to submit a medical certificate for each instance of sick leave, that requirement will normally remain in effect for one year. The attendance records of the Employees shall be reviewed annually and, upon request of the Employee, quarterly. This requirement may be rescinded in writing upon Management determination that the sick leave usage has improved.

Article 9 - Grievances

Section 1. The purpose of this Article is to provide a mutually satisfactory method for the settlement of individual and/or group grievances. A grievance shall describe the complaint(s) and corrective action(s) desired. The Employee will be on official time when involved in any step of the grievance procedure. Both the Employer and Association will make every effort to arrange and conduct grievance meetings in a professional manner and in an atmosphere free from hostility and personal attack. The Employer and the Association agree that it is intended that this grievance procedure will provide a means of resolving grievances at the lowest possible level. Extensions may be mutually agreed upon to provide for unusual cases.

Section 2. A grievance means any complaint:

a. By any Employee concerning any matter relating to the employment of the Employee.

b. By the Association concerning any matter relating to the employment of any Employee.

c. By any Employee, the Association, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach, of this Agreement.

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. As a minimum, the grievance will contain:

(a) The grievant(s) name, duty assignment, and telephone number;

(b) The specific nature of the grievance affecting conditions of employment alleged to have been violated.

(c) The remedial action desired.

(d) The name, address and telephone number of the designated representative.

Section 4. Should an Employee or the Association initiate a grievance or complaint involving the interpretation or application of published agency policy, provisions of law, or regulations of appropriate authority outside the agency, the following procedure will apply:

a. Processing of the grievance beyond the informal step, set forth below, will be delayed until the questioned policy, law, or regulation has been interpreted. The Association will forward, via the Commanding Officer, Naval Air Weapons Station, such questions to the cognizant office of issue in the Department of the Navy. Requests for interpretation of matters external to the Department of the Navy will be forwarded to the Secretary of the Navy for review. No hearing will be held in either review process.

b. Within fifteen (15) days of receipt of the interpretation, the Employee or Association may process other matters in the grievance procedure, including alleged misapplication of the policy, law, or regulation, to Step 1 of this procedure.

Section 5. It is agreed and understood that grievances resulting from the following typical matters shall not be entertained under the provisions of this Article:

a. Any claimed violation relating to prohibited political activities.

b. Retirement, life insurance, or health insurance decisions.

- c. A suspension or removal under national security provisions.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an Employee.
- f. Reduction-in-force appealable under 5 CFR 351.
- g. Separation for failure to satisfactorily complete a trial or probationary period appealable under 5 CFR 315.
- h. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
- i. Action taken at the direction of the Office of Personnel Management, the Merit System Protection Board, the Federal Labor Relations Authority, or the Equal Employment Opportunity Commission.
- j. Non-selection for promotion from a group of properly ranked and certified candidates.
- k. Fair Labor Standards Act complaints.
- l. A preliminary warning or notice of a specific action which, if effected, would be covered under the grievance system or an appropriate appeal system.
- m. Agency ordered medical examination and results.
- n. Letters of caution and requirement and oral admonitions (except a letter which levies a requirement on an Employee which is over and above that expected of other Employees; e.g., one which requires a doctor's certificate to support future requests for sick leave).
- o. The content of critical elements and performance standards which are in accordance with Chapter 43 of Title 5, United States Code (deals with performance systems).
- p. Questions as to interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency, regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this agreement.
- q. Separation of a temporary Employee.
- r. Any allegation covered by EEO statutes (e.g., race, creed, national origin)."

Section 6. Identical grievances from more than one (1) Employee are also included in this Article. When several Employees have an identical grievance (where no individual variations are involved), the Employer will select one (1) case for processing under the grievance procedure. The Employee will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all Employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each Employee will be individually notified.

Section 7. An Employee or group of Employees may be represented only by the Association or by a person approved by the Association in filing a grievance under this procedure. An Employee or group of Employees in the Unit wishing to present such a grievance without the intervention of the Association may do so in accordance with Section 7121, Title 5, United States Code; however, any adjustment of such grievance must not be inconsistent with the terms of this Agreement and the Association will be given the opportunity to be present at the time of adjustment. Requests for adjustment shall be made in accordance with the following procedures, time limits, and provisions except that the Employee is not entitled to any representation at the various steps. Any Employee or group of Employees may elect arbitration only with the Association's approval.

Section 8. Any grievances not taken up with the Employee's appropriate supervisor within fifteen (15) days after the occurrence of the matter out of which the grievance arose, shall not be presented or considered at a later date. Where the Employee could not have been aware of being aggrieved, the time limit for filing a grievance is extended to six (6) months after the occurrence of the matter out of which the grievance arose. Extensions may be mutually agreed upon to provide for unusual cases. Any question of grievability/arbitrability shall be resolved by an expedited arbitration process. Management and the Association will each submit a position paper to the arbitrator for response (without a hearing) within 30 days. Those items which are determined to be grievable/arbitrable shall be resolved through exercise of this negotiated grievance/arbitration process.

Section 9. The following procedures will be used in cases to which this Article applies:

a. Informal Procedure

Step 1. The grievance will first be presented orally or in writing by the grievance and/or the Association representative to the Captain/first level supervisor. The time limit for filing a grievance is described in Section 7 of this Article. The Captain's/first level supervisor's decision will be rendered within seven (7) days. The reply will be in the same manner as the submission.

Step 2. If no acceptable settlement is achieved with the Captain/first level supervisor, the grievant may present the grievance either orally or in writing to the Assistant Fire Chief/second level supervisor within seven (7) days of completion of Step

1. The Assistant Fire Chief's/second level supervisor's decision will be rendered within seven (7) days. The reply will be in the same manner as the submission.

Step 3. If no acceptable settlement is achieved with the Assistant Fire Chief/second level supervisor, the grievant may present the grievance either orally or in writing, to the Fire Chief, if not the second level supervisor, or the designated representative within ten (10) days of completion of Step 2. A decision by the Fire Chief or the designated representative will be rendered within ten (10) days. The reply will be in the same manner as the submission.

b. Formal

Step 1. If the Fire Chief's or the designated representative's decision at the informal step has not resolved the grievance, a written grievance may be submitted to the Director of Safety & Security within ten (10) days after receipt of the decision at Step 3 of the informal phase. The written grievance shall contain the details of the complaint and corrective action desired. The Director of Safety and Security or the designated representative will render a decision within fifteen (15) days after the date of receipt of the grievance. The Director or the designated representative may meet with the grievant and the representative in making this decision.

Step 2. If this decision has not resolved the grievance, the grievant may submit the grievance within ten (10) days after the decision of the Director, Safety and Security in writing with all supporting evidence to the Commanding Officer, Naval Air Weapons Station-China Lake and have the case arbitrated or submit the grievance to outside arbitration as provided for in Article 10. If the grievance is submitted to the Commanding Officer, Naval Air Weapons Station-China Lake, he shall review the case on the basis of the record and meet with the grievant and the representative. The Commanding Officer, Naval Air Weapons Station-China Lake shall render the decision in writing. Such decision shall be final and binding.

Section 10. Grievance appeals from earned ratings and qualification rankings by NAWC rating staff in competitive and non-competitive promotion action and alleged NAWC merit promotion program violations (NAWCWPNSCENINST 12470) will be submitted to the Commanding Officer, Naval Air Weapons Station-China Lake, via Head, Equal Opportunity and Employment Division, for final decision. The decision shall be rendered in writing.

Section 11. Nothing in the procedure set forth in this Article shall be construed as to in any manner diminish or impair any rights which would otherwise be available to an Employee. Nothing in the Agreement shall be so interpreted as to require the Association to represent the grievant, if the Association considers the grievance to be invalid or without merit. If, at any step of the grievance procedure set forth herein, the grievant decides to accept the decision rendered by the responsible official of the Employer, the grievance shall be terminated. However, if the Association or the Employer feel that a

significant issue of general application still requires resolution, the Association or the Employer may pursue the grievance through the Negotiated Grievance Procedure.

Section 12. If requested the Employer shall make available to the grievant and/or the Association representative such pertinent records as required and insofar as is permissible without violating official regulations and instructions. However, the Association representative will be allowed to review an Employee's personnel folder only with the Employee's written consent.

Section 13. Unless there is good and sufficient reason for the delay, the failure of the Employer to comply with the time requirements of this Article will allow for the grievance to be then processed to the next step. Failure of the grievant or the Association to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

Section 14. Employer grievances will be submitted in writing by the Employee and Labor Relations Division to the President of the Association. The Association will respond in writing to the Employer within fourteen (14) days after receipt of the grievance. If the Employer is dissatisfied with the Association's answer, it may invoke "outside" arbitration in accordance with the Arbitration article."

Section 15. Should the Association desire to resolve some matter through the grievance procedure, then the matter will be processed as follows: The Association will advise the Director, Safety and Physical Security Department, in writing of the matter the Association wishes to resolve. The written grievance must contain the precise description of the grievance with enough information contained therein to identify the specific nature of the grievance; the specific provision of this agreement or policy or regulation that is alleged to have been violated, if applicable; the corrective action desired; and any additional pertinent information. The grievance must be filed within fifteen (15) calendar days or within fifteen (15) calendar days after the date the Association became aware of the incident. The Association, the Director, Safety and Physical Security Department, or his/her designated representative, and the appropriate management officials will meet within seven (7) days to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this agreement will be reduced to writing and signed by the parties. If a satisfactory resolution of the matter is not reached, the Association will put its position in writing and forward it to the Director, Human Resources Department, or his/her designated representative, within twenty-one (21) calendar days from the conclusion of the above discussion. The Director, Human Resources Department will submit his/her decision in writing to the Association within twenty-one (21) calendar days of the date of the Association's letter. If the matter is still not resolved, then the Association may invoke arbitration in accordance with the provisions of Article 10, Arbitration.

b. If the Director, Human Resources Department does not respond to the Association's position within the twenty-one (21) calendar day time limit specified above, the Association may invoke arbitration in accordance with the provisions of Article 10.

Article 10 - Arbitration

Section 1. The purpose of this Article is to set forth the procedures for arbitration of grievances.

Section 2. Only Management or the Association may elect arbitration. The party requesting arbitration shall notify the other party (the Association will notify the Employee and Labor Relations Division; Management will notify the Association President) in writing within seven (7) days after receipt of the decision from the last step of the appropriate grievance process. The Association and Management will expeditiously meet to determine procedures for selecting an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service or other source to submit a list of five (5) impartial persons qualified to act as arbitrators. Representatives of the parties shall meet within five (5) days after receipt of such list. If they cannot agree on one (1) of the listed arbitrators, then the representatives will each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. After selection of an arbitrator, the parties will attempt to jointly describe the specific matter to be arbitrated and the relevant portions of the Agreement to be considered by the arbitrator. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement.

Section 4. Except as defined below, costs of arbitration proceedings (all arbitrator costs, reporter costs if required) are equally shared between Management and the Association. The arbitration hearing, if required, shall be held during the regularly scheduled work-week. Any cost involved in calling non-NAWC/NAWS witnesses by the Association is paid for by the Association.

Section 5. An expedited arbitration process shall be utilized when a question exists about a matter's grieveability/arbitrability. Management and the Association will each submit a position paper to the arbitrator for response (without a hearing) within thirty (30) days. Those items determined to be grieveable/arbitrable shall be resolved through exercise of the negotiated grievance/arbitration process.

Section 6. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event no later than thirty (30) day after the conclusion the hearings unless the parties otherwise agree.

Section 7. The arbitrator's finding shall be binding on the parties; however, either party may file exception to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA. If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on implementation of the finding, they will notify the other party.

Section 8. An arbitrator will submit questions involving the interpretation or application of published Navy and Department of Defense policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Defense to the source of issuance for interpretation. An arbitrator will be bound by such interpretation. Questions involving classification (i.e., in a reduction in grade or pay case) will be submitted to the Office of Personnel Management for classification determination. An arbitrator will be bound by such determination.

Article 11 - Civic Responsibilities

Section 1. The employer recognizes that jury duty is a civic responsibility.

Section 2. The Employer agrees to make reasonable accommodation to allow personnel held on mandatory overtime on election day(s) reasonable time off to vote. Employees need to understand they need to make other arrangements such as absentee ballot or voting prior to arrival at work.

Section 3. Jury fees and allowances will be turned over to the Employer or kept by the employee in accordance with Subchapter S10, Book 630 of FPM Supplement 990-2. Employees performing jury service on non-working days or when on leave without pay may retain jury fees.

Article 12 - Leaves of Absence

Section 1. Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed a period of one (1) year for application.

Section 2. An employee on approved leave of absence shall, on the termination of such leave, be returned to the position he held at such time as his leave began and in the current pay status for such position and grade provided that his rights to such position have not been eliminated as a consequence of the bumping and retreat provisions of applicable regulations.

Article 13 - Annual Leave

Section 1. It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. (Employees shall accrue annual leave in accordance with applicable laws and regulations.) The Employer agrees to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.

Section 2. Scheduled Annual Leave.

a. During the period 15 November through 15 December, employees will be allowed an opportunity to select one (1) desired period of annual leave each for the following year. The period of leave selected may not be less than one (1) calendar week nor more than three (3) consecutive calendar weeks between Memorial Day and Labor Day, and five (5) consecutive calendar weeks during the rest of the year. After the first selection is completed it will be repeated one more time. Selection will be made by the employees in order of seniority as defined in Article 18. The tentative Scheduled Leave selections will be posted on the station bulletin boards from 15 December through 31 December and additional picks will be made by memo to the Assistant Fire Chief not later than 31 December. When the selection is completed it will be posted on the Station bulletin boards.

b. The following standards for forty-eight (48) hour work schedule and annual leave selection will be as follows:

(1) There will be one master seniority list consisting of all suppression personnel.

(2) Selection will be made by seniority as per Article (16) Section (3) of the union contract as follows:

1. DG-4 Captain
2. DG-3 Lead Fire Fighter
3. DG-3 Drivers/Operator
4. DG-2 Fire Fighter
5. DG-1 Fire Fighter
6. DG-A Fire Fighter

(3) Scheduled leave for rates will apply to both (a) and (b) shift in the following groups:

- I. (1) CAPT.(1) LT. (1) DO
- II. (1) LT. (2) DO
- III. (1) CAPT.(2) DO

Note: Only 2 fire fighters with the same schedule can be off on annual leave.

(4) There may be a maximum of (3) personnel with scheduled leave on any given (a) or (b) week, for a total of (6).

(5) To improve staffing on the ambulance/engine combination at Station One, unscheduled leave requests will not be granted when staffed at (1) over minimum staffing, other additional personnel may still be granted unscheduled leave.

On federal holidays, unscheduled leave may be granted down to minimum staffing.

c. Periods of leave scheduled above may be relinquished only in calendar week increments. Should a period of leave become available because of non-use by the original requester it will be posted on the Station bulletin boards. Any leave released will be available first to next in seniority below the relinquisher.

Section 3. Emergency Annual Leave. Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the employer is informed of any absence from each scheduled shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence which could not be approved in advance the employee shall notify the on-duty Assistant Fire Chief, at least one-half hour before the start of the shift. If the absence extends beyond one workday, the employee shall keep the on-duty Assistant Fire Chief informed of the situation and probable date of return to work. The Employer will maintain a liberal leave policy in cases of death in an employee's immediate family and normally will grant annual leave or leave without pay in accordance with activity practice and applicable regulations.

Section 4. Unscheduled Annual Leave. Requests for absence or leave pertaining to matters not covered by the agreement will be approved in accordance with existing and future applicable laws and regulations. Examples of such matters are court leave, jury duty, leave without pay, excused absences, compensatory time, and religious compensatory time. All employees will be informed that annual leave may be requested, on a first-in basis, by a unit member, anytime, by submitting a leave slip to the Assistant Fire Chief. These requests will be acted upon in order of their receipt. A conscientious effort will be made by the Assistant Fire Chief to approve/disapprove leave requests as soon as reasonably possible but not later than the employee's last work shift preceding the shift(s) for which leave is requested.

Section 5. No more than three (3) employees within the Fire Division on each shift may be on scheduled annual leave at one time. Subject to workload demands, requests for unscheduled leave may be granted subject to agreed upon staffing level requirements.

Article 14 - Disciplinary and Adverse Actions

Section 1. For the purpose of this agreement, the term "Disciplinary Actions" includes letters of reprimand and suspensions of not more than of fourteen (14) days are grievable under the negotiated grievance procedures. Letters of caution and/or requirement and oral admonishment are informal non-disciplinary actions designed to correct the behavior or performance of an employee.

Section 2. Adverse actions are defined by 5 USC 7512 to be the following: a removal, suspension greater than fourteen (14) days, a reduction in grade, a reduction in pay, a furlough of thirty (30) days or less; or a reduction in grade or removal based on unacceptable performance as defined by

5 USC 4303.

Section 3. Disciplinary and Adverse actions shall only be taken for just cause. When deciding what penalty is appropriate the Employer will consider such factors as the gravity of the offense, the existence of mitigating circumstances, and then, frequency of the offense. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee and maintain discipline and morale among other employees.

Section 4. Prior to initiating disciplinary or adverse action, the following procedures will be followed:

- a. A preliminary investigation or inquiry will be made to determine the facts. The supervisory official or officials will meet with the employee to question the employee regarding the behavior or performance problem.
- b. The employee will be notified in advance of the time of the discussion. If disciplinary or adverse action is being considered against the employee, the employee will be advised of his right to have a representative of his/her choice present during the questioning if the employee chooses. The Association may have an observer present during adverse action hearings, subject to approval of the administrative judge. If a bargaining unit member requests representation at any point in the disciplinary process (i.e., from the fact-finding process through delivery of the decision on the matter), it will be assumed by Management and the Association that the member may continue to request representation at all subsequent meetings relating to the disciplinary process and these requests will not be denied throughout the entire process.
- c. The Association representative shall cooperate with the officials in the determination of the facts in the questioning of an employee.

Section 5. The Employer will provide an employee with two (2) copies of disciplinary or adverse actions taken against the employee and inform the employee that the second copy is for the Association if he so chooses.

Section 6. When the Employer takes a disciplinary or adverse action against an employee in the Unit, the employee shall be notified of all applicable appeal rights including the provisions of this Article.

Section 7. Appeals/grievances of disciplinary actions shall be processed through the negotiated grievances procedure. The grievance shall be reduced to writing and submitted within sixteen (16) calendar days after either receipt of the reprimand or ending date of suspension to the next higher level of management than the official issuing the letter/decision. In adverse actions, the employee may choose between the statutory procedure or this negotiated procedure for appeal. If the negotiated grievance procedure is chosen, the appeal shall be reduced to writing and submitted within sixteen (16) calendar days after the effective date of the action. For both disciplinary and adverse actions where the grievance procedure is utilized, the beginning grievance step is commensurate with the level of the manager involved with the review of the grievance

(e.g., a suspension taken by the Director of Safety and Physical Security begins at Formal, Step 2). If the statutory provision is selected, the appropriate submission and time requirements are controlling. Once the employee has initiated formal action under either system, that will be the exclusive procedure which the employee may use.

Section 8. The Association will commit any representative it may have at such a hearing to treat information received concerning the matter as privileged and private to the employee.

Article 15 - Safety, Health, Welfare, and Morale

Section 1. Safety.

a. The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the NAWS China Lake Fire Protection and Fire Prevention Program will comply with existing and future Code of Federal Regulations, DOD/Navy Directives, NFPA Standards and OSHA Regulations as they apply to Federal Employees. The Association agrees to cooperate with the

Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

b. The Employer agrees to staff and operate all required Fire Apparatus pursuant to the provisions of higher authority law, rule and regulation. The Employer agrees, that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) and the Department of the Navy will only be accomplished after a waiver has been granted by the Secretary of the Navy and/or his/her designee. The Employer further agrees to notify the Association in writing of their desire to reduce the manning/staffing levels below the minimum requirements. The Association will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Navy upon request.

c. The Employer will welcome suggestions from the Association and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire Division and the NAWS China Lake.

d. The committee will meet as often as needed to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make all recommendations to the Fire Chief for his consideration and incorporation into the appropriate Fire Division Standard Operating Procedures (SOP).

Section 2. Health, Welfare, and Morale.

a. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning

and heating and adequate furniture, drapes or blinds. To this end, the employer agrees to provide the following:

- (1) Adequate Bedding (mattress, pillow, 2 sheets and pillow cases, blanket and bed spread).
- (2) Refrigeration for storage of employee's food.
- (3) Cooking and eating utensils, including but not limited to: pots, electric can openers, coffee maker, toasters, microwave oven, glasses, plates, bowls, forks, spoons and knives.
- (4) Dishwasher and suitable lounge furniture at each station.
- (5) TV. and VCR (for training and recreational purposes) at each station. The Employer agrees to extend the same considerations to the living conditions in the Fire Stations as is extended to other living quarters throughout NAWA China Lake when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the Station Captain who will notify the appropriate maintenance authorities and request action to correct the problem. The Employer agrees to instruct the Safety office to inspect the living quarters of all stations on an annual basis for discrepancies in Federal Health & Safety Regulations. The employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

b. The Employer and the Association recognizes that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agrees not to allow use of these facilities by non-authorized personnel.

c. The Employer agrees to discuss proposed changes or improvements to living spaces with the Association and agrees to consider the recommendations submitted by the Association. The employer further agrees that the union will be consulted before approval is granted for any self-help project by bargaining unit employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities.

d. The Employer agrees that unit employees will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

e. It is agreed, that the employer will continue to provide parking spaces for all bargaining unit employees.

Section 3. The Employer agrees to provide reasonable space and equipment in the support of a mandatory physical conditioning program. The Employer recognizes that this program will be accomplished during working hours.

The following personnel shall participate in the physical fitness program: (1) all firefighters; (2) all firefighters (driver/operators); (3) all firefighters (lead firefighters); (4)

all fire inspectors that perform fire suppression duties; (5) all supervisory firefighters (Captains) and supervisory fire-fighters (Operations Chief and Training Chief) and Fire Prevention Chief.

The designated time periods for physical fitness activities for this program are:

STATION ONE AND STATION FOUR: From 1530 hours each work day unless activities for the day are finished earlier and the daily routine secured by the senior fire officer.

STATION THREE: From 1530 hours for Engine Three personnel and the Crash Captain. From 1500 to 1600 for crash fire rescue nightline crew and from 1600 to 1700 hours for crash fire rescue dayline crew. These hours may be amended if activities for the day are completed earlier and the daily routine is secured by the senior fire officer.

All participants are responsible for their own physical fitness program/workout. All personnel will initially be tested using the Department of Defense computer program. Each participant will be provided with a target level of cardiovascular fitness they must attain then maintain. If a firefighter does not meet their target level of fitness they shall adhere to the program provided by the computer to attain the required level of physical fitness. The firefighter must continue to show some improvement towards their individual target level at the end of each sixteen week testing cycle, the following personnel actions shall be initiated by the fire-fighter's supervisor.

1st sixteen week cycle with no improvement - 'In House Incident Sheet'

2nd sixteen week cycle with no improvement - 'Letter of Caution and Requirement'

3rd sixteen week cycle with no improvement - 'Letter of Reprimand'

4th sixteen week cycle with no improvement - 'Three (3) day Suspension'

If there is still no improvement towards the target physical fitness goal after these personnel/disciplinary actions, Fire Division supervision may take further disciplinary actions.

Section 4. Both parties agree that unit members' health, welfare, and safety is of utmost concern. Therefore, it is to both parties benefit to detect, prevent, and correct substance abuse. Accordingly, both parties recognize a mutual responsibility in this area to eliminate any substance abuse. To pursue these goals the following steps will be employed:

a. Substance abuse, when detected, will be brought to the attention of appropriate personnel.

b. Both parties will cooperate in programs and policies to eradicate any problem of substance abuse.

c. Employees having the illness of alcoholism, or other problems related to the use of drugs, will be provided reasonable consideration by Management and offered assistance as in the case of employees having other illnesses. This would include offering counseling, referral assistance, and the granting of leave for the purpose of participation in recognized treatment or rehabilitation. The confidential nature of the medical records of Employees with alcoholism or drug related problems will be preserved in the same manner as all other medical records. It is expected that Employees who suspect that they may have a problem, even at its early stages, will be encouraged to seek counseling and, when indicated, follow through with prescribed treatment.

d. The objective of the Navy's policy is to retain and rehabilitate Employees who have or are developing a problem related to their use of alcohol or drugs. This objective, however, can only be achieved with the voluntary cooperation of the Employee concerned, since the decision to undertake treatment remains the responsibility of the Employee.

e. Nothing in this Article shall interfere with or violate Management's right to discipline.

Article 16 - Seniority

Section 1. Seniority, for the purpose of leave selection and schedule selection, will mean that period of service which is performed during one current unbroken period of employment within the NAWS Fire Division in the current position.

Section 2. Periods of time served in positions on a permanent or temporary basis at a higher grade shall serve to increase seniority in both the higher grade upon repromotion to the higher grade or on return to the lower grade. Periods of time served in another position will be credited when a request for personnel action Form 52 is signed by the Head of the Fire Division or his authorized representative.

Section 3. Order of selection of leave and day off will be by seniority in the following order:

- * a. Captains
- b. DG-3 Lead Fire Fighters
- c. DG-3 Driver/Operators
- d. DG-2 Fire Fighters
- e. DG-1 Fire Fighters
- f. DG-A Fire Fighters

In the event of a tie in seniority in given positions, the seniority will be determined by the following in the order listed:

- a. Continuous service time in the next lower position
- b. Continuous service time in Fire Division
- c. Total Federal Service

*It is recognized that the Captains are not part of the bargaining Unit, however, reference to them in this Section is necessary to clarify the order of selection and scheduling leave and day off selection.

Article 17 - Reduction-in-force

Section 1. The Employer agrees that it will consider the rehiring of Fire Division employees impacted by RIF in accordance with applicable laws and regulations.

Section 2. In situations where an employee elects to take a demotion in lieu of a reduction-in-force action, the employee must be qualified to perform the job duties of the less-graded position where displacement of another employee is involved.

Section 3. Employees will be granted reemployment rights and placement assistance as provided in FPM and Navy guidance.

Article 18 - Informal Reviews and Appeals of Position Descriptions

Section 1. All employees in the Unit shall be permitted to consult with the Employer on an informal basis for the purpose of reviewing their position descriptions for any alleged inequities. Such employees are entitled to Association representation or assistance in discussing the above with the Employer; in reviewing and reading classification standards that pertain to their positions; and in pursuing their appeal in accordance with OPM and Navy guidance. All employees retain the right to appeal, as stated above, without fear of restraint, prejudice, or reprisal.

Section 2. When position descriptions of position within the Unit are to be redescribed, the Employer agrees to consult with the representative of the Association concerning the contents of the description and will give consideration to the Association's view.

Article 19 - Promotion, Details, and Reassignment

Section 1. The Employer reserves the right to determine sources of recruitment, qualification standards, qualification of applicants, and to select from the best

qualified candidates.

Section 2. For the purposes of this Article, candidates are defined as:

- a. Employees applying for a register that is within the scope of this contract;
- b. Persons placed into consideration by supervisors or personnel officials;
and
- c. Persons having regulatory or statutory rights to consideration.

Section 3. Promotion Register. When it is determined by the Employer that Driver-Operator (DG-3) and/or Lead Fire Fighter (DG-3) vacancies (temporary or permanent) will be filled with a Unit member, selection may be made from appropriate promotion register. Promotion registers will be established and maintained by the following procedures:

a. Promotion registers will be established once each year for DG-3 D/O and DG-3 LT positions. (Note: If the Fire Chief determines that insufficient candidates are available on the registers (i.e., less than three), he may readvertise the register.) The LT register will be established in February and the D/O register will be established in March. When a register expires, all candidates' eligibility on that register terminates. Those desiring future consideration for vacant Driver/Operator and /or Crew Chief positions must apply for the new registers. Candidates may apply or be placed in consideration for the registers only during the advertising period. The register announcement will be advertised for two(2) weeks in the Fire Division and in the Rocketeer in accordance with the Center's Merit Promotion Instruction. The advertisement in the Fire Division shall be the same as the advertisement appearing in the Rocketeer. Employees who do not meet the statutory eligibility requirements (i.e., time in grade requirements) but who will meet those requirements during the term of the register will be allowed to compete but will not be placed on the register until such time as they meet the statutory eligibility requirements. Written notice for the practical and oral interview will be given no less than seven (7) calendar days prior to the actual date of the interview.

b. Candidates who were previously demoted without personal cause within two (2) years from a position, within the NAWS Fire Division, with the same title, series, and grade level as the vacant position, and who meet the current minimum qualification requirements, will be referred to the selecting official along with the promotion register.

c. Applicants who meet the minimum qualification requirements, will be placed into two (2) categories qualified and highly qualified. A promotion register of the top five (5) from the highly qualified category will be referred to the selecting official for each vacancy.

d. Rating/Ranking Process. The rating/ranking process shall be:

(1) Candidates will be rated for basic qualifications by the Personnel Department in accordance with appropriate Office of Personnel Management

qualification standards. To provide an opportunity for reconsideration before a register is established, those applicants who were found ineligible will be immediately notified. Any questions by the ineligible applicants regarding their eligibility must be made to the Human Resources Department within one (1) week after receipt of the notice of ineligibility.

(2) Candidates will be ranked for highly qualified by a panel.

(3) On a scale of 100, candidates must score at least 70 to make the highly qualified category.

e. Ranking Factors.

(1) The panel will determine candidate ranking by evaluation in each of the following three factors:

- A practical performance situation;
- An oral interview;
- An evaluation of the candidate in relation to the job relevant criteria of the advertisement; this includes, but is not limited to a review of the Personal Qualifications Statement (SF-171), or OF-612, awards, training, self-development efforts and experience as a driver-operator (6), EMT and Fire Prevention.

(2) Identical rankings among the highly qualified candidates may be broken, if necessary, by further break-downs of the job related factors, length of qualifying experience, and length of service, in that order.

f. Should a D/O or LT vacancy occur, the appropriate register will be referred to the selecting official (Fire Chief or his Designated Representative). The selecting official may conduct interviews from the promotion register. If interviews are held, the selecting official will offer such interviews to all candidates on the promotion register. After appropriate consideration of the referred candidates, the selecting official may make his selection.

g. It is the employee's responsibility to update his/her experience and training record to ensure that the Human Resources Department has current information to properly appraise the employee for the position applied for. Such information must be provided with the SF-171 or OF-612 to the Personnel Department within seven (7) calendar days following the date of the announcement.

h. Following establishment of the register, all eligibles will be notified of their placement or non-placement on the register. Any candidates in the Unit who is not

placed on the promotion register shall have the right to ascertain from his supervisor in what areas, if any, the employee should improve himself in order to increase his chance for promotion. Upon his request, the candidate is entitled to review the supervisory appraisals that were used in considering him for the promotion register. Also upon request, a candidate may review the panel evaluation and ranking of himself.

Section 4. The following merit principals will be observed:

- a. Candidates meeting minimum qualification standards shall be rated eligible for promotion.
- b. Evaluations shall be fair, equitable, reliable, and relevant.
- c. Selection shall be made without discrimination for any non-merit reason and without favoritism based on personal relationship or patronage.
- d. Supervisors shall not advocate for promotion or participate in the selection and/or promotion of a relative.

Section 5. Failure to be selected for promotion when proper promotion procedures are used (that is, non-selection from among a group of properly ranked and referred candidates) is not basis for a formal complaint. Formal complaints shall be processed under the procedures outlined in Article 14 of this Agreement.

Section 6. The Employer reserves the right to determine whether or not to fill temporary vacancies. When the determination is made to fill a temporary vacancy, the following procedure will apply:

- a. When vacancies are of less than thirty (30) days duration, they will be filled by detail.
- b. When it is known in advance that the vacancy will last thirty (30) days or more, but 120 days or less, the Employer may fill the position by temporary promotion, from the shift where the vacancy exists, if the employee assigned. If the employee is not eligible, he may be detailed. To reduce unnecessary short term disruption to work schedules, the Employer may select from outside the existing promotion register for temporary promotions/ details of 120 days or less. If the vacancy is more than 120 days, the position may be filled by selection from among the candidates on the appropriate register in existence at the time. A temporary promotion or detail may be terminated at the discretion of the Employer. Upon completion of the temporary promotion or assignment, the employee will be returned to his former shift and position.

Section 7. A performance rating committee composed of Fire Division officials will review performance of those DG-A and DG-1 Fire Fighters who are eligible for promotion and determine whether the DG-A and DG-1 Fire Fighters have demonstrated the capability to perform duties at the higher level.

Section 8. Selection for Fire Prevention Inspector and Captain vacancies shall be in accordance with the procedures outlined in the Center's Merit Promotion Plan.

Section 9. Promotion of qualified/eligible candidates, to an established position description at the DG-1, DG-2, and DG-3, will be effected at the start of the first pay period after approval by the Fire Chief.

Article 20 - Meetings

Section 1 It is agreed between the "parties" that as long as the current "Partnership" meetings are conducted at least monthly, regular union/ management meetings are not required.

Article 21 - Uniforms

Section 1.

(a) The work/station wear uniform for firefighters and supervisory firefighters shall be fabricated of NOMEX III. Pants shall be Navy blue in color, shirts shall be light blue in color with covered breast pockets and no shoulder epaulets.

(b) Fire Prevention personnel who perform suppression duties will wear NOMEX Navy blue in color pants and shirts white in color of NOMEX III or FLAMEX material. This is only required on days when performing suppression duties.

(c) Dress uniform for Unit members will be as defined by Navy guidance and current requirements.

Section 2. It is agreeable that at the Employee's discretion, wearing the approved blue T-shirt is an acceptable option to the prescribed uniform when reporting for duty.

Section 3. All personnel shall be made aware that there will be times when the full work or dress uniform will be required by management, at all other times inside of the fire stations, the "blue working T-shirt" may be substituted for the light blue uniform shirt.

Section 4. Uniform accessories shall consist of hat badge, breast badge, name tag, emblems, and shoulder patches. The Employer agrees to provide these accessories to all bargaining unit employees.

Section 5. Replacement Allowance. Purpose of uniform allowance is to help pay for the replacement of worn uniform parts. The replacement allowance shall be \$400 annually. The replacement allowance will be paid in one (1) lump sum by 30 October.

Section 6. Protective Footwear. Fire Division personnel will provide their own protective footwear as per agreement. The following criteria for protective footwear will be met:

1. Heel breast will not be less than .5 inches nor more than 1 inch. Sides and rear of heel will not be flared or tapered (edges shall not be less than or extend more than .5 inches laterally from the upper at any point).
2. Protective footwear shall be no less than six inches nor more than eight inches in height (not including height of heel).
3. Construction shall be leather. It will consist of sole with heel, upper with lining and insole. Sole will have a puncture resistant device and an impact and compression resistant toe cap permanently attached.
4. Footwear shall be black in color, polishable, have a smooth rounded toe and equipped with speed lace design or full leather zipper. Smooth or lug sole is acceptable.
5. Boot must meet or exceed ANSI Z41 specifications. Label showing footwear meets this standard must be attached.

Article 22 - Orders, Instructions, and Training Materials

Section 1. The Employer will issue from time to time Fire Division orders, instructions, and training materials. These documents are to be posted, and at least one (1) copy of all current orders, instructions, and training materials is to be maintained in each fire house. These orders, instructions, and training materials are to be readily available to employees. Employees will not be required to maintain an individual set of these documents. Each employee is responsible for keeping informed about current Fire Division orders and instructions.

Section 2. The Employer recognizes the requirements for Lead Fire Fighters/ Lieutenants (DG-3) and Fire Fighters D/O (DG-3) to perform leadership duties and as staffing and budgetary restrictions permit, will consider providing leadership training to meet the requirements of FPM Chapter 410, "Training."

Article 23 - Payroll Deduction of Union Dues

Section 1. At the election of an Employee, union dues may be paid through a payroll deduction. It is understood that such an election shall remain in effect for a period of one year, unless one of the exceptions discussed in the law (5 USC 7115) applies to the Employee (e.g., temporary placement out of the bargaining unit, reassignment/promotion/demotion to another division, suspension by the union). Such a deduction request shall be made in writing by the Employee to the Center's Payroll

Office. Requests to stop the payroll deduction must be made in writing, and received by the payroll office during the month of February of any subsequent year.

Article 24 - Annual Physical Examination

Section 1. The parties agree that if the annual physical examination is given by the Employer, the following conditions will be met:

- a. The examination will be given by a qualified medical person.
- b. The examination will be charged to duty time.
- c. The examination will normally be within thirty (30) days of the employee's birthday.

Section 2. The Employer agrees to take priority action in its effort to make available an annual physical examination in accordance with NAWC Instruction 5100.1 within thirty (30) days of the employee's birthday.

Article 25 - Duration and Changes of Agreement

Section 1. This Agreement shall remain in effect for three (3) years from the date the Secretary of Defense approves same.

Section 2. By mutual consent of the parties, this Agreement may be extended for no more than one (1) additional year, at which time the contract must be renegotiated.

Section 3. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) will be effective on a date determined to be appropriate under the circumstances after review and approval of the Secretary of Defense. Also, modifications or amendment of this Agreement will be made when required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the date of this Agreement. Such amendment(s) will be effective on a date determined to be appropriate under the circumstances after review and approval of the Secretary of Defense.

Section 4. On the request of either party, the parties shall meet on a mutually agreeable date between the sixtieth (60th) and fifty-fifth (55th) days, inclusive, prior to the expiration date of this Agreement to develop plans for negotiating a new Agreement.

APPENDIX I

Listing of Job Titles and Grade Levels

1. Lead Fire Fighter DG-081-3, Crew Chief
2. Fire Protection Inspector DG-081-8 DG-4
3. Fire Protection Inspector DG-081-3
4. Fire Protection Inspector DG-081-2
5. Fire Fighter DG-081-3, Driver-Operator
6. Fire Fighter DG-081-2, Fire Fighter
7. Fire Fighter DG-081-1, Fire Fighter
8. Fire Fighter DG-081-A, Fire Fighter

The foregoing represents the agreement reached between the Naval Air Weapons Station, China Lake, California and Local F-32 of the International Association of Firefighters, subject to the approval of the Secretary of Defense.

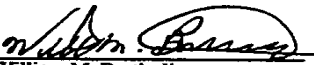
FOR NAVAL AIR WEAPONS
STATION:



Edward Rockdale
Member, Station Negotiations
Committee

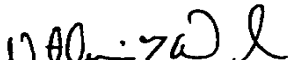

Wil Simonian
Member, Station Negotiations
Committee


Ross A. Davidson
Member, Station Negotiations
Committee

FOR IAFF LOCAL F-32:


William M. Bartholic
Member, Association Negotiations
Committee


Carl F. Austin
Member, Station Negotiations
Committee


William T. McDonough
Member, Association Negotiations
Committee


S. W. Douglas
Commanding Officer
Naval Air Weapons Station
China Lake, California

Date: 27 JAN 97

AGREEMENT

Between

**NAVAL AIR WARFARE CENTER
WEAPONS DIVISION
China Lake**

and

**INDIAN WELLS VALLEY
METAL TRADES COUNCIL**

Effective 13 May 1997

It is the intent of management and the union to operate in a problem solving mode and to avoid an adversarial relationship.

Problem solving can best be reached at the first level by those who are closest to the problem. It is our commitment and belief that most grievances, ULP's, and other "formal" complaints can be solved/resolved at this level.

The goal is to develop mutual respect and cooperation between the union and management at all levels. Management has an obligation to train supervisors and the union has an obligation to train stewards towards accomplishment of these goals.

The union and management will meet on a regular basis to review status of specific problems but, more importantly, to "look at the big picture."

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PREAMBLE

Pursuant to the policy set forth in 5 USC Chapter 71, the following Articles constitute an Agreement by and between the Naval Air Warfare Center Weapons Division, China Lake (NAWCWPNS), an activity of the Department of the Navy, hereinafter referred to as the "Employer," and the Indian Wells Valley Metal Trades Council, AFL-CIO, hereinafter referred to as the "Council." "Commander," as referred to in this Agreement, means Commander, Naval Air Warfare Center Weapons Division. The Council is composed of affiliated local unions having members employed within the scope of this Agreement, and are listed in Appendix I.

WITNESSETH

In accordance with the provisions of 5 USC Chapter 71, and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Council and the Employer; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the Council and the Employer:

Now, therefore, the parties agree as follows:

ARTICLE 1 - Recognition and Unit Determination

Section 1. The Employer hereby recognizes that the Council is the exclusive representative of all employees in the Unit as defined in Section 2 below, and the Council hereby recognizes the responsibility of representing the interests of all employees in the Unit without discrimination.

Section 2. The Unit to which this Agreement applies is composed of those non-supervisory ungraded, direct-hire civilian employees of NAWCWPNS located at China Lake, California, including career, career-conditional, and temporary personnel as well as apprentices and trainees.

Section 3. Should any additional local unions, having members employed by the Employer within the Unit described above, become an affiliated local union of the Council and meet the requirements specified in Section 7103(a)(4), 7111 and 7112 of 5 USC Chapter 71, such additional local union, upon the written request of the Council to the Employer, shall be recognized as one of the Council affiliated local unions and be added to those so listed in Appendix I.

Section 4. The provisions of this Agreement shall be binding on the parties for any new operations directed by the Employer to the extent that such operations affect employees within the Unit and the Council retains exclusive recognition.

Section 5. The Employer agrees that all new employees hired into the Unit will be informed within a reasonable amount of time that there is an exclusive bargaining agent, namely the Council, representing the non-supervisory ungraded employees. Such new employees will be introduced to the Steward in their District by their immediate supervisor. The Employer agrees to furnish a copy of the Agreement to each employee in the Unit and also new hires.

ARTICLE 2 - Rights of Employer

Section 1. It is agreed that the usual rights, powers, functions, and authority of Management are vested in Management officials of the Employer. Included in this authority, but not limited thereto, are the rights:

- a. To direct the work force;
- b. to hire, promote, retain, transfer, and assign employees in positions;
- c. to suspend, discharge, demote, or take other disciplinary action;
- d. to relieve employees from duties because of lack of work and other legitimate reasons;
- e. to maintain efficiency of the operations by determining the methods, the means, and the personnel by which such operations are conducted; and

f. to take whatever action may be necessary to carry out the mission of the activity in situations of emergency, or involving the national security. Upon request of the Council, the Employer or his designated representative shall advise the Council concerning the nature of the emergency consistent with security and legal regulations.

Section 2. The Employer has the right to make reasonable rules and regulations. In making rules and regulations relating to personnel policy, procedures and practices, and matters of working conditions, the Employer shall give due regard and consideration to the rights of the Council and to the obligations imposed by this Agreement and the provisions of 5 USC Chapter 71; however, nothing shall affect the authority of the Employer:

a. To determine the mission, budget, organization, number of employees, and internal security practices; and

b. in accordance with applicable laws—

(1) to hire, assign, direct, layoff, and retain employees; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the mission during the mission during emergencies.

Section 3. The requirements stated in this Article and in Article 5, Provisions of Law and Regulations, shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Council.

ARTICLE 3 - Rights of Council

Section 1. The Council, as representative of the employees in the Unit, shall have the right and the responsibility to present its views to the Employer, either orally or in writing, on any matter of concern which is appropriate for consultation or negotiation according to Article 6 of this Agreement; and upon request of the Council, the Employer agrees to meet promptly in an effort to resolve the matter which created the concern.

Section 2. The Council shall be notified by the Employer, and shall be given the opportunity to be represented at any scheduled meetings held by one or more officials of

the Employer with representatives of other employee or special interest organizations when the subject to be discussed involves personnel policies or practices affecting employees within the Unit or when it affects the rights and obligations of the Council as the exclusive representative of Unit employees.

Section 3. The Council shall have the right and will discuss with the Employer any dispute or issue concerning the interpretation or application of this Agreement or any policy, regulations, or practice now or hereafter enforced wherein the Employer has discretion. This shall be done within fifteen (15) working days from the day the Council becomes aware of the Employer's actions. The Employer agrees to consult with Council over any such issues in an effort to reach a mutually agreeable interpretation. If such an effort does not resolve the issue, resolution through Article 34 Section 3b will be considered. In the event that either party does not wish to reopen the contract, the issue may be processed under Article 31 Grievance Procedure as a last resort. It is understood that disputed interpretations may also be addressed under Article 34 Section 3.c on the anniversary date of the contract.

Section 4. All time limits herein may be extended by mutual agreement of the Council and the Employer.

ARTICLE 4 - Rights of Employees

Section 1. The Employer and the Council agree that non-supervisory ungraded employees shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. Except as expressly provided hereinafter and in 5 USC Chapter 71, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to the officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the Unit to encourage or discourage membership in any employee organization.

Section 2. It is further agreed that the rights described in Section 1 hereof do not extend to participation in the management of an employee organization or to acting as a representative of any such organization where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 3. Each employee shall have the right to bring matters of his individual concern to the attention of appropriate Council representatives and/or officials of the Employer.

Section 4. As provided elsewhere in this Agreement and in applicable laws, rules, and regulations, employees of the Unit have the right to Council representation at discussions between themselves and supervisors or other representatives of the Employer.

Section 5. The Employer and the Council agree that all provisions of this Agreement shall be applied fairly and equitably to all employees in the Unit.

Section 6.

a. It is agreed and understood that employees of the Unit have the right during normal Center working hours to communicate with:

- (1) Officials of the Human Resources Department.
- (2) An Equal Employment Opportunity Counselor and/or Deputy Equal Employment Opportunity Officer.
- (3) An appropriate supervisor or Management official of higher rank than the employee's immediate supervisor.
- (4) The Safety Office of the Safety and Security Department.
- (5) An appropriate Council representative.

b. The employee must request permission from his immediate supervisor to leave the job for this purpose. Upon the employee's request, the supervisor shall arrange a time for him to do this without unduly disrupting the work schedule of the employee or the official. In such instances it is not necessary for the employee to explain his reasons for wanting to talk to any of the above officials.

Section 7. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

ARTICLE 5 - Provisions of Law and Regulations

Section 1. It is agreed and understood by the Employer and the Council that in the administration of all matters covered by this Agreement, the Employer and Council are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Navy and

Department of Defense regulations in existence at the time this Agreement was approved; and by subsequently published Navy and Department of Defense policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

Section 2.

a. In accordance with Section 7116 of 5 USC Chapter 71, the Employer shall not:

(1) Interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Chapter 71;

(2) Encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

(3) Sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

(4) Discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under Chapter 71;

(5) Refuse to consult or negotiate in good faith with a labor organization as required by Chapter 71;

(6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71;

(7) Enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of 5 USC Chapter 23) which is in conflict with any applicable collective bargaining agreement which was in effect before the date the rule or regulation was prescribed; or

(8) Otherwise fail or refuse to comply with any provision of Chapter 71.

b. In accordance with Section 7116 of Chapter 71, the Council and its affiliates shall not:

(1) Interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Chapter 71;

- (2) Cause or attempt to cause any agency to discriminate against any employee in the exercise by the employee of any right under Chapter 71;
- (3) Coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
- (4) Discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
- (5) Refuse to consult or negotiate in good faith with an agency as required by Chapter 71;
- (6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by Chapter 71;
- (7) (a) Call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or (b) Condone any activity described in subparagraph (a) of this paragraph by failing to take action to prevent or stop such activity; or
- (8) Otherwise fail or refuse to comply with any provision of Chapter 71.

Section 3. A labor organization which is accorded exclusive recognition shall not deny membership to any employee in the appropriate Unit except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership. This paragraph does not preclude a labor organization from enforcing discipline in accordance with procedures under its constitution or by-laws which conform to the requirements of 5 USC Chapter 71.

ARTICLE 6 - Appropriate Matters

Section 1. It is agreed and understood that matters appropriate for consultation and negotiation between the Employer and the Council are policies, programs, procedures and practices, or other matters relating to or affecting general working conditions of employees in the Unit which are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

Section 2. It is recognized that this Agreement does not alter the responsibility of either party to meet and confer with the other regarding matters concerning working conditions not covered by this Agreement.

ARTICLE 7 - Council Representation

A. Stewards

Section 1. The Employer agrees to recognize Chief Steward and Stewards duly authorized by the Council as provided in Section 2 of this Article. Total number of Stewards in all classes will not exceed the ratio 1 to 40, or a major fraction thereof, employees in the Unit.

Section 2. The Council shall supply the Employer, in writing, and shall maintain with the Employer on a current basis a complete list of the names of all Chief Steward, Stewards, and Alternate Stewards, who will be identified by Steward Districts of Council representation. Chief Steward, Stewards, and Alternate Stewards will be employed in the District he or she represents at the time of appointment. Exceptions to this may be made when both the Council and the Employer agree that Employer/Council business can be conducted more efficiently by a Steward employed outside the District he represents. Appropriate Employer/Council business in these Districts will normally be conducted by the Steward, who may, if necessary, request the advice and/or assistance of another Council representative. In the absence of the Steward, the Alternate Steward shall serve as the Steward. In the event of the absence of both the Steward and Alternate Steward, the Chief Steward shall serve as Steward. In the event of the absence of all three, the Council President will appoint an appropriate Council representative who may conduct the business after notifying the Head, Employee/Relations Division. The Steward Districts are defined in Appendix II to this Agreement. It is agreed that the definition of Steward Districts is subject to redefinition by mutual discussion without application of the renegotiation provision of this Agreement.

Section 3. The primary function of a Steward under this Agreement is the investigation and processing of grievances, complaints, and other appropriate matters as set forth in this Agreement.

Section 4. When an employee(s) wants to see his Steward, he shall notify his immediate supervisor that he wishes to see his Steward, and the supervisor shall, as soon as practicable, arrange for the employee to see his Steward. Immediate arrangements will be made in cases involving alleged hazardous conditions or a lost-time accident.

Section 5. When, in the performance of his Steward duties, it is necessary for the Steward to leave his workstation during working hours, he will secure permission from his immediate supervisor. Either the immediate supervisor or the Steward may make arrangements with the supervisor of the employee concerned. When required to enter

another area, the Steward will notify the area supervisor prior to entering the work site. The Steward will report back to his own supervisor at the conclusion of his business.

Section 6. The Employer agrees to allow the Council President, the Chief Steward, Stewards, and Alternate Stewards reasonable time away from the job for the purpose of satisfying the provisions of this Article. The Council representatives will arrange such time with their immediate supervisor. In allowing such time it is recognized that the Council President and the Chief Steward will normally have more time demands than other Council representatives. Reasonable time is considered to be the amount of time which the Union and Management consider necessary to resolve a grievance or other matters of concern. It is recognized that such time may cover up to 40 hours a week for complex issues.

Section 7. It is management's intent to maintain stability of work area and shift assignments consistent with workload and manpower requirements. When it becomes necessary for management to change shift or work areas for union representatives, affected employees will be given reasonable advance notice. Any disputes arising over shift or work area changes will be subject to Article 31 Grievance Procedure.

Section 8. The Employer agrees that space will normally be made available to be used by the Chief Steward, Stewards, and Alternate Stewards to discuss appropriate matters with individual employees. When such space is necessary, it will be requested in advance, and arrangements for space in the immediate work area will be made by the first level supervisor of the employee concerned.

Section 9. The Employer agrees that an attempt will be made to continue to provide suitable space within the confines of the NAWCWPNS, China Lake in which the Council may establish an office for the purpose of maintaining its files and records, and for conducting internal Council business during non-work hours. This space, when provided, shall be subject to all regulations which may require abandonment, removal, or reassignment, as the needs of the Employer dictate. The Employer agrees to supply utilities at no charge, and shall allow the Council, at its expense, to install and maintain telephone service. It is agreed and understood that if any alterations are made to the space provided, they will be performed at the expense of the Council and under the same regulations imposed on all other private construction performed on the Center. The Employer shall be held free of any liabilities resulting from either injury or property damage which may result from the use of the space by the IWVMTC.

B. Council Representation and Meetings

Section 1. The Employer agrees to recognize the officers and designated representatives of the Council and shall be kept advised, in writing, by the Council, of the names of its officers and other official representatives.

Section 2. The primary points of contact between the Council and the Employer for the purpose of discussing questions that may arise concerning the general application or interpretation of this Agreement or other matters involved in day-to-day relations between the parties shall be: for the Council, the President, or his authorized representative; for the Employer, Head, Employee/Labor Relations Division (Code 731000D), or his designated representative.

Section 3. From the list of designated representatives submitted to the Employer, the Council may designate a sufficient number of representatives to discuss appropriate matters with the Employer or his designated representative. For initial contact, the President of the Council or his designated representative will be sufficient. The President of the Council and Head, Employee/Labor Relations Division, will mutually agree upon the need for further representation. Further representation from a minimum of two (2) to a maximum of seven (7) will be subject to mutual agreement on a case-by-case basis. When the further representation is necessary and a formal meeting is held, a mutual determination shall be made as to whether or not formal minutes are to be prepared. If minutes of these meetings are prepared, the Employer will arrange for the preparation of the minutes, and a draft will be made available within five (5) work days to the representative of the Council for review prior to final preparation. The Council will return the reviewed draft within five (5) work days. The Council will be furnished copies of the completed minutes within five (5) work days after receipt of the reviewed draft.

Section 4. Upon request of an authorized representative of the Council, the Employer will permit the admission to the NAWCWPNS, China Lake, California, of international and/or local Union representatives who are not employees in the Unit. Such admission will be for the purpose of meeting with officials of the Employer during regular working hours or with employees of the Unit during non-working hours. Such admission is subject to the security restrictions of the Employer. Requests for such admission will be made to the Employee/Labor Relations Division (Code 731000D) sufficiently in advance of the visit to allow for proper arrangements and will advise the Employer concerning the time and purpose of the visit.

Section 5. In order to facilitate general communication between the Employer and the Council, the following meetings will be held:

a. The Council will designate a conference committee not to exceed seven (7) members to meet at the request of either party, with the Commander, NAWCWPNS, or his designee, as the needs arise, up to four (4) meetings per year. Meetings scheduled in excess of four (4) will be with the Commander, subject to the availability of the Commander. In the event he is unavailable, the meetings will be held with his designated representative. The Council will request such meetings with the Commander in writing and will include a formal agenda. This request will be submitted to the Head, Employee/Labor Relations Division. A copy of the minutes of each meeting shall be furnished to the Council. Alternate members may be designated by the Council to attend meetings in the absence of regular conference committee members.

b. Regular monthly meetings will be held between Council President and the Chief Steward, along with the Stewards, and Alternate Stewards from the Districts involved and the department head or his designated representative. A formal agenda will be submitted to the department head or his designated representative five (5) working days in advance of the scheduled meeting. Copies of the minutes of these meetings will be provided to the Council representatives and a copy placed on the Metal Trades Council bulletin boards concerned. Every reasonable effort will be made to provide copies of the minutes of these meetings within five (5) working days from the date of the meeting. The time limits provided in this paragraph may be extended by mutual consent.

c. These meetings are for the sole purpose of facilitating communication relative to matters of general concern to the Council and the Employer. Matters of individual concern shall be processed under appropriate procedures. Any agenda item that has not been responded to by the following regular monthly meeting will be referred to the Commander level.

d. The Employer will allow reasonable time during regular working hours for Council representatives to prepare an agenda for meetings with the Employer.

e. Business agents or other non-employee representatives may participate, by prior agreement with the Employer or the designated representative, in meetings where an agenda is prepared and in subsequent conferences with the Employer to discuss the items on the previously prepared agenda. The Employer will provide suitable space in which to conduct such meetings.

f. The Council shall be given the opportunity to be represented at formal/scheduled discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

g. The Employer agrees that the Council may have one (1) member on the following committees:

(1) Beneficial Suggestion Committee (in departments employing members of the Unit)

(2) Equal Employment Opportunity Committee

(3) General Safety Policy Committee

(4) Quality Circles Committees

h. Employees will be granted accrued annual leave or leave without pay to accept temporary labor organization positions or to attend conventions or meetings of labor organizations as defined in Section 7103(a)(4) 5 USC Chapter 71, consistent with work load requirements of the Employer and as provided in applicable regulations.

Leaves of absence without pay to accept temporary labor organization positions shall not exceed one (1) year for such application.

C. TRAINING

Section 1. Council representatives of a labor organization, holding exclusive recognition, may be excused, without charge to leave or loss of pay, to attend training sessions sponsored by that organization, provided the subject matter of the training session is of mutual concern to the Employer and the Council and the Employer's interest will be served by the employee's attendance. Administrative excusal for this purpose shall cover only such portions of a training session as meets the foregoing criteria, and will not normally exceed two work shifts, or equivalent hours, for any individual union official or steward within a fiscal year.

Section 2. Subject to the same criteria and limitations stated in SECTION 1 above, an employee who is a representative of a labor organization with responsibilities under the Federal Wage System may also be excused for the purpose of attending a training session sponsored by the labor organization concerning FWS policies and operations.

Section 3. The parties agree that it is of mutual interest for the Employer to provide training to Officers and Stewards in subjects such as Budget, Civilian Employee Assistance Program, Equal Employment Opportunity, etc. It is recognized that such training is subject to constraints such as workload, training dollars, other employer needs, etc.

ARTICLE 8 - Hours of Work

Section 1. The administrative work week of the employees in the Unit is typically the calendar week, 0000 Sunday through 2400 Saturday. For employees working other than the regular day shift, the Employer may vary the hours of the administrative work week to avoid carrying fractional work days from one (1) week to the next.

Section 2. The basic work week normally will consist of four (4) consecutive nine (9) hour work days, Monday through Thursday and one (1) eight (8) hour day on Friday on non-payday weeks. During weeks in which a payday occurs, the work week will consist of four consecutive nine-hour work days, Monday through Thursday. The occurrence of a holiday normally will not affect the designation of the basic work week. However, during pay periods in which a holiday occurs, the holiday becomes the 8-hour day and the 8 remaining work days in the pay period become 9 hours long.

Section 3.

a. The Employer may require an employee to forego his lunch period in the event the employee's services are required. In the event that an employee is required to

work through his designated lunch period, such time will be compensable at the appropriate overtime rate.

b. Employees in those operations, for which a specific designated lunch period cannot be adhered to, will be provided a rescheduled lunch period to begin not earlier than one (1) hour prior to the beginning or later than one (1) hour after the ending time of the normally designated lunch period. If this is not possible, the employee will be compensated at the appropriate overtime rate.

Section 4. Employees shall be permitted, during paid work hours, when necessary, both before the lunch period and before the end of the work shift and for personal hygiene, to remove toxic or health hazardous substances from their persons and/or to draw, turn in, or put away personal tools or Government property and equipment. Immediate supervisors will determine and allow sufficient time for such purposes, taking into consideration the particular work area and the particular work conditions, and consistent with joint obligation of management and employees to accomplish a maximum amount of actual work in any assigned work period. Allegations of inequity in allowance of such time within the work group are appropriate matters for processing through the grievance procedure.

Section 5. When assigning employees to the swing and graveyard shifts, the Employer agrees to consider those employees with the required skills who have volunteered. Employee's expressed desires not to change shifts will be considered.

Section 6. Wash-up time and clean-up time shall be provided consistent with the location, nature, and requirements of the specific duties performed by the employees.

ARTICLE 9 - Overtime

Section 1. It is agreed and understood that the assignment of overtime work is a function of the Employer. However, supervisors shall not assign overtime work to employees as a reward or penalty, but solely in accordance with the Employer's needs. In assigning employees to overtime work the Employer will first give consideration to those qualified employees who are currently assigned to the job. Otherwise, overtime work will be assigned to those qualified to perform the work. The Employer will consider a request to excuse an employee from an overtime assignment provided another acceptable qualified employee is available and willing to work.

Section 2. Employees assigned to overtime work will be given as much advance notice of such assignment as possible. It is recognized that it is of particular importance that such prior notification be given as early as circumstances permit when the overtime to be worked involves employees' normal days off. Employees expressed desire not to work overtime will be considered.

Section 3. An employee can be called back at a time outside of, and unconnected with, his scheduled hours of work to perform unscheduled overtime work. When such a

“call-back” exceeds two (2) hours duration, the employee will be paid for the actual amount of overtime to which he is entitled under Section 7, 8, and 9. When such a call-back is less than two (2) hours duration, the employee will be paid a minimum of two (2) hours of overtime pay, even though no work is actually performed, in accordance with applicable regulations for call-back overtime.

Section 4. The Employer agrees to maintain records of overtime worked by employees in the Unit. The overtime record will be posted in the work area at intervals not to exceed four (4) months. Where the record indicates unequal distribution of overtime the Employer will seek reasonable equity consistent with the manpower requirements. Overtime offered an employee who is not available for work shall be considered as overtime worked for the purposes of computing the distribution of overtime in accordance with this Article.

Section 5. A Council representative may direct requests for access to overtime records to the appropriate supervisor, to aid in resolving employee complaints alleging inequities in overtime assignments. Such records shall be made available to the extent necessary to resolve the request, provided the request specifically identifies the employee or employees involved and/or is limited to a group of employees reporting to a single supervisor.

Section 6. In computing all overtime pay, the employee’s hourly rate shall include any applicable shift differential determined in accordance with applicable regulations.

Section 7. An employee in the Unit shall be paid in accordance with applicable regulations, at not less than “time and a half” for overtime work. An employee who is required to work two (2) or three (3) shifts within the same calendar day will be paid at the overtime rate for all time worked in accordance with current regulations.

Section 8. Premium rates shall be added to an employee’s scheduled pay rate to compensate for unusual working conditions or assignments as provided for in applicable regulations.

Section 9. The provisions of Section 4 shall not apply to overtime resulting from call backs. However, any employee that has any concern as to this provision will be permitted to examine Management’s “call-back log.”

Section 10. In assignment of overtime, management will give consideration to Council representatives’ responsibility to perform Council business during non-duty hours. The assignment of overtime will be consistent with existing workload requirements and established area overtime assignment agreements.

ARTICLE 10 - Environmental Pay Differential

Section 1. It is agreed that employees required to perform work under the circumstances described in a category listed in Appendix J to FPM Supplement 532-1

and subsequently approved through the Center's environmental pay program will receive environmental pay differential in the amount prescribed by the FPM. The environmental pay differential stated in each case is a percentage applied to the second step for grade WG-10. Subject to the conditions set forth above, the following examples of circumstances for which environmental pay differential may be applicable are provided as a guide:

a. Dirty Work (4% for actual time exposed). Performing work which subjects the employee to soil of body or clothing:

(1) Beyond that normally to be expected in performing the duties of the classification; and

(2) Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health consideration; or

(3) When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.

b. Hot Work (4% for actual time exposed). Working in confined spaces wherein the employee is subjected to temperatures in excess of 110°F.

c. Cold Work (5% for actual time exposed). Working in cold storage or other climate-controlled areas where the employee is subjected to temperatures at or below freezing (32°F).

d. Explosives and Incendiary Material low-degree hazard (4% for full payable shift). Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and possible adjacent employees; minor irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. Examples:

(1) Loading, unloading, storing, and hauling explosives and incendiary material other than small arms ammunition.

(2) Load, assembly and packing of primers, fuses, propellant charges, lead cups, boosters, and time-train rings.

(3) Proof-testing weapons with a known overload of powder or charges.

e. Explosives and Incendiary Material high degree hazard (8% for full payable shift). Working with or in close proximity to explosives and incendiary material

which involves potential personal injury such as permanent or temporary, partial or complete loss of sight or hearing, partial or complete loss of any or all extremities, and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have not practically eliminated the potential for such personal injury. Examples: Working with, or in close proximity to, operations involved in research, in testing, manufacturing, inspection, renovation, maintenance, and disposal, such as: manufacture of primer or detonator mix; all dry house activities involving propellants or explosives; screening, drying, mixing, and pressing of sensitive explosives and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

f. High Voltage Electrical Energy (50% for actual time exposed). Working on energized electrical lines rated at 4,160 volts or more which are suspended from utility poles or towers, when adverse weather conditions such as steady rain, high winds, icing, lightning, or similar environmental factors make the work unusually hazardous.

g. High Work (25% for actual time exposed).

(1) Working on any structure at least 100 feet above the ground, deck, floor or roof, or from the bottom of a tank or pit.

(2) Working at a lesser height:

(a) If the footing is unsure or the structure is unstable; or

(b) If safe scaffolding, enclosed ladders, or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support); or

(c) If adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors render working at such height hazardous.

h. Asbestos Work (8% Full Shift).

(1) Environmental pay (8 full shift) will be paid for any exposure to asbestos materials.

i. Fiberglass Work (6% Actual Time).

(1) Installation and/or removal of fiberglass or materials containing fiberglass.

Section 2. Employees performing work on the second and third shifts shall receive the applicable shift differential.

Section 3. If at any time during a job assignment an employee believes that environmental pay differential is warranted, the employee should call the matter to the

attention of the immediate supervisor. This supervisor, after making whatever investigation or inquiries necessary, shall inform the employee whether or not the subject condition, position, and organizational location had been previously approved as meeting the criteria for environmental pay differential. If the condition, position, and the organizational location had not been approved, and either the supervisor or the employee believes the condition warrants environmental pay differential, the supervisor will submit the condition, in writing (on the prescribed form), to the Advisory Additional Pay Committee (via Code 731000D) for action. The Council shall have the right to have an observer on this Committee when the issue involves Unit employees. Any dispute regarding environmental pay differential not resolved in this manner may be described in writing and submitted within five (5) calendar days of the notification of decision to the Commander, NAWCWPNS, (via Code 731000D) for final resolution.

ARTICLE 11 - Travel and Temporary Duty Assignments

Section 1. When an employee is directed by the Employer to work temporarily at other than his regular duty station (NAWCWPNS, China Lake), this employee shall be provided with transportation by the Employer and/or the employee shall be reimbursed for travel expenses as authorized by applicable regulations.

Section 2. In accordance with applicable regulations, employees will normally be issued an advance of funds for travel expenses, if requested by the employee, prior to proceeding on temporary duty orders. It is recognized that it is the intent of the travel regulations that an advance of funds not be made for short periods of temporary duty travel (1 or 2 days) unless a financial hardship would be imposed on the traveler.

Section 3. Consistent with applicable regulations and the Center's workload needs, the Employer will endeavor to schedule authorized travel of an ungraded employee for temporary duty within the regular shift hours of the employee's scheduled workweek.

Section 4. Employees on temporary duty assignments will be required to use Government quarters as provided for in Joint Travel Regulations. When use of Government quarters is required, the employees will be so informed prior to the commencement of travel.

Section 5. Ungraded employees are entitled to their usual compensation while performing temporary duty travel during their regular shift hours of their scheduled workweek.

ARTICLE 12 - Holidays

Section 1. Employees (other than those ungraded employees specifically prohibited by applicable laws and regulations) are entitled to holiday benefits as prescribed by

applicable regulations. The following days are treated as holidays for purposes of pay and leave:

**HOLIDAY
CALENDAR**

CONTRACT

| | |
|-------------------------------|--------------------------------|
| New Year's Day | 1 January |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | 11 November |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | 25 December |

Any other day designated as a holiday by Federal Statute or Executive Order.

Section 2. Employees who do not work holidays shall receive eight (8) hours pay at their regular hourly rate plus any appropriate shift differential. Employees required to work on a holiday will be compensated at the appropriate holiday premium.

Section 3. When a holiday occurs on a Saturday, it will be observed on the preceding Friday. When a holiday occurs on a Sunday, it will be observed on the following Monday, except that holiday observance for employees on an odd or irregular work schedule shall be provided for in accordance with the applicable regulations.

ARTICLE 13 - Annual Leave

Section 1. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations. The Employer shall decide when leave will be granted.

Section 2. Employees entitled to annual leave shall give reasonable notice to the Employer of the period when such leave is to be taken. Where the manpower requirements of the Employer permit, the period requested by the employee shall be approved. When the request for annual leave is disapproved, the reason will be noted on the Application for Leave, SF-71, and a copy furnished the employee. In the event a greater number of employees than can be released apply for the same period of annual leave, then that period, provided all other factors are equal, shall be approved for the senior employees within the work unit based on their length of service at NAWCWPNS, China Lake.

Section 3. If for any reason the Employer's schedules effect a shutdown of activities for vacation or emergency purposes, and it is necessary to require an employee to use annual leave, the Employer agrees to give the maximum possible advance notice to the affected employee in writing including the reason for the action. Alleged inequities in selecting employees for involuntary use of annual leave are appropriate matters for discussion or for processing under the grievance procedure.

Section 4. Requests for immediate leave without advance notice shall be considered on a case-to-case basis. Leave taken without notice shall be governed by applicable regulations.

Section 5. An approved absence which would otherwise be chargeable to sick leave may be charged to annual leave on a current basis if requested by the employee and approved by the Employer. However, annual leave may not be substituted for sick leave on a retroactive basis solely for the purpose of avoiding a forfeiture of annual leave at the end of a leave year, except that, when an employee is indebted for advance sick leave and has to his credit excess annual leave which must be liquidated by the end of the leave year, the advance sick leave may be liquidated on his request, by a charge against an equal amount of annual leave.

Section 6. The Employer will maintain a liberal leave policy in cases of death in an employee's immediate family, and shall grant annual leave or leave without pay in accordance with applicable regulations.

ARTICLE 14 - Sick Leave

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable statutes and regulations.

Section 2. It is agreed and understood that employees are held responsible for notifying their immediate supervisor as soon as possible on the first day of absence when

they are prevented from reporting for work because of incapacitating illness or injury. It is further understood and agreed that employees are responsible for providing maximum advance notice of their intention to use sick leave for medical, dental, or optical examination.

Section 3. The notice referred to above shall not in itself serve as the basis for approval or denial of such leave. Failure to give notice may result in appropriate discipline.

Section 4. It is the Employer's policy, in general, not to require a doctor's certificate to support an application for sick leave of three (3) continuous workdays or less. It is agreed and understood that the Employer has the right to require in individual cases that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty.

Section 5. In lieu of a doctor's certificate, when such certifications would normally be required, the employee's signed statement or other administratively acceptable evidence explaining the nature of his illness may be submitted when it is unreasonable to require a doctor's certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

Section 6. The Employer agrees that employees who are sent home sick by the Activity will not be required to furnish a doctor's certificate to substantiate such sick leave, unless the absence exceeds three (3) continuous workdays.

Section 7. Unearned sick leave may be advanced to an employee not to exceed 30 days, subject to applicable rules and regulations.

Section 8. The Employer will decide when limited duty assignments will be made. Preference will be given to employees with job related temporary physical limitations.

ARTICLE 15 - Leaves of Absence

Section 1. Employees shall be granted leaves of absence with or without pay in accordance with the provisions of the applicable laws and regulations.

Section 2. Employees in approved leave-without-pay status shall accrue such rights and privileges regarding service credit, retirement benefits, and coverage under Group Life Insurance and Federal Employees Health Benefits Program as are provided by applicable laws and regulations.

Section 3. The Employer recognizes the bumping and retreat rights of an employee on leave of absence in situations where the employee is affected by reduction-in-force action during his leave of absence.

ARTICLE 16 - Excused Absence

Section 1. An employee may be allowed excused time subject to the work load, scheduling and manpower requirements of the Employer as hereinafter provided:

a. An employee whose services have been requested by an authorized Civil Defense official, and who is designated by the Employer to participate in pre-emergency programs and test exercises may be excused, without charge to leave or loss of pay, for a period not to exceed forty (40) working hours during a calendar year.

b. An employee who is a veteran may be excused, without charge to leave or loss of pay, to participate as an active pallbearer or as a member of a firing squad or honor guard in funeral services of members of the armed forces returned from overseas for final interment in the United States. Such excusal shall be for as much time as necessary but shall not exceed four (4) hours in any one (1) day.

c. An employee will be excused without loss of pay or charge to leave, to attend the funeral of an immediate member of his family who dies as a result of wounds, disease, or injury incurred while serving in the armed forces within a combat zone. The length of the excusal shall be for as much time as necessary, but shall not exceed three (3) days.

d. Employees who volunteer as blood donors (either to blood banks or directly to individuals) shall be excused for the time necessary for this purpose without charge to leave or loss of pay. Normally, the maximum excusal should not exceed four (4) hours.

Section 2. An employee who is tardy for less than one (1) hour, or an employee who needs to be absent from his assigned work for a period of less than one (1) hour, may be excused, without charge to leave or loss of pay, at the discretion of the immediate supervisor.

Section 3. An employee will be excused without loss of pay or charge to leave for the purpose of (1) taking an examination when he is serving under a TAPER appointment and the examination is to the purpose of converting his appointment to a career-conditional appointment, or (2) taking a required non-competitive examination within the NAWCWPNS, China Lake.

Section 4. Employees who are prevented from working due to interruptions or suspensions of work operation which arise during their regular shift hours will normally be assigned to other work. If other work is not available for such employees, those eligible will be excused without loss of pay or charge to leave for the remainder of the shift.

ARTICLE 17 - Civic Responsibilities

Section 1. In the event a regular permanent or temporary (but not WAE) employee is called for jury duty or jury qualification or as a witness under a summons to appear in behalf of the State or local Government, the Employer will grant court leave not to exceed the employee's established daily work schedule per day consistent with regulations and work load requirements. If an employee is called for the above civic duties, he shall notify the Employer promptly and shall submit a true copy of his summons for jury service. Upon completion of his service, the employee shall present to the Employer satisfactory evidence of time served on such duty, together with any jury fees received. Allowances received for meals, transportation, etc., may be retained by the employee.

Section 2. A night shift employee who performs court services during the day will be granted court leave for his regularly scheduled night shift tour of duty and is entitled to the night differential.

Section 3. Court leave will be granted in accordance with FPM Chapter 630.

a. When an employee is called as a Government witness to testify in his official capacity as a Federal employee, he is considered to be in an official duty status. He may not accept witness fees of any kind.

b. An employee serving as a Government witness (Federal, State, or local) in a non-official capacity will be granted court leave. Such employee will not accept witness fees but is entitled to expenses incidental to witness duty.

c. When an employee appears in court as a non-Government witness and not in his official capacity, his absence from duty must be charged as either annual leave or leave without pay. Such employee is entitled to the usual fees and expenses.

d. When an employee is subpoenaed to testify, in private litigation, in his official capacity, he will be considered to be in a duty status, and can retain reimbursement for actual expenses only. All witness fees and allowances will be collected in accordance with the Navy Comptroller Manual.

Section 4. The Employer and the Council mutually agree that employees in the Unit may participate in approved charity drives. However, in no instance shall the Employer or the Council exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute, or is not able to contribute, nor will any reprisal action be made against an employee who refrains from contributing.

Section 5. The Council and the Employer mutually agree to encourage all employees to exercise their right to vote. Administrative excused time will be given to eligible employees to vote in National, State, or Municipal elections or referendums consistent with applicable Federal rules and regulations. Employees desiring to vote in any election or referendum shall be excused by their immediate supervisor under the following standards:

a. Within commuting distance where the polls are not open at least three (3) hours before or after an employee's regular working hours, he shall be excused for whatever amount of time will permit him to report for duty three (3) hours after the polls open or to leave three (3) hours before the polls close, whichever requires less excused time.

b. Beyond commuting distance an employee whose place of voting is beyond normal commuting distance and in a location where absentee ballots are not permitted may be excused, not to exceed one (1) day, for the necessary trip. Time in excess of one (1) day must be charged to leave, but the Employer shall observe a liberal leave policy for this purpose. It is understood that employees who do not intend to vote are not entitled to such time off.

Section 6. Excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished in a non-workday or non-duty hours.

Section 7. When an employee who has been granted court leave of absence with pay is excused from jury duty for one (1) day or even a substantial part of a day and in those cases where time and travel permit and where no hardship results, he shall be expected to return to duty or be charged annual leave or leave without pay for the time he would have been expected to work had he returned to duty.

ARTICLE 18 - Training

Section 1. It is mutually agreed that training of employees is of vital interest to the Employer and the Council. The purpose of training is to increase the skill of employees, develop potential leaders, and to assist employees to learn new technologies in their trade.

Section 2. The Employer and the Council agree to encourage employees to take advantage of training and educational opportunities both during and after working hours.

Section 3. It is agreed that training programs shall be established and maintained as the manpower needs of the Employer demand within applicable regulations. The Employer will determine the number and types of employees to be trained and will provide the means and facilities for such training. Prior to instituting major changes in the training programs affecting employees of the Unit, the Employer or his designated

representative agrees to notify the Council and, upon request, to discuss the proposed training programs with the Council.

Section 4. The Employer recognizes the interest of Unit employees in the Wagegrade Prejourneyman Development Program established under Center policy. Departments will select employees for this program by means of the Center Merit Promotion Plan. Prior to selection for the Wagegrade Prejourneyman Program, the views of the Council in this matter may be considered by appropriate supervisors. This consideration may include a recommendation on the qualifications of those employees considered for training prior to selection by Management. Employees who satisfactorily complete the training required will receive a certificate of completion and may be promoted up to the journeyman level as an exception to the NAWCWPNS Merit Promotion Plan. Prior to making significant change(s) in the existing program, the Employer will notify the Council through Code 731000D, and, upon request, will discuss the proposed change(s) with the Council.

Section 5. Consistent with work load requirements, the Employer will consider a request and if agreeable will make a reasonable effort to reschedule the days of the basic workweek and the shift hours of an employee so that he may attend an educational institution at his own expense to take courses related to his work.

Section 6. When training is to be provided for a new job rating, the Employer agrees to consider employees presently on the rolls prior to hiring employees to receive such training.

Section 7. When technological changes require the use of a composite job rating which will utilize the skills of more than one (1) trade, the Employer will consider reasonable efforts to train employees from the affected trades.

ARTICLE 19 - Safety and Health

Section 1. The Employer and the Council agree to attempt to meet the requirements of the Presidential Executive Order 12196, occupational safety and health programs for Federal employees.

Section 2. The Employer will continue to make every effort to provide and maintain safe working conditions and industrial health protection for employees in the Unit. The Council will cooperate in these efforts and will encourage all employees to work in a safe manner. The Employer shall keep the Council currently supplied with a copy of the U.S. Navy Safety Precautions and a copy of the NAWCWPNS Safety and Industrial Hygiene Manual. A copy of the NAWCWPNS Safety and Industrial Hygiene Manual shall also be available in each branch. The Navy Occupational Safety and Health (NAVOSH) Program has been established by OPNAVINST 5100.23. The Council will be provided a copy of these instructions and any future revisions. The Employer and the Council will make every effort to comply with these regulations.

Section 3. It is agreed that the Council may designate members of department safety committees from employees in such departments. The number of members shall be determined by mutual agreement between the department head and the Council. These committees shall function during working hours without loss of pay or charge to leave to its members. The committees shall meet at regular quarterly intervals to consider safety problems and to make recommendations to the Employer. These shall include recommendations for unannounced inspections with participation of at least one (1) Council committee member. It is agreed that additional meetings will be held on an as-needed basis.

Section 4. The Employer agrees to furnish protective clothing, safety shoes and safety equipment at no expense to the employee whenever it is required by the Employer for safety or industrial health purposes.

Section 5. In the course of performing their normally assigned work, all employees should be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate work areas which represent industrial health hazards. Where employees have a reasonable belief that the job on which they are working poses an imminent risk of death or serious physical injury and there is insufficient time to abate the hazard, they may decline to perform the assignment. However, they must take immediate steps to contact the appropriate supervisor. The supervisor shall inspect the situation under question, and all situations that are allegedly unsafe. Should the supervisor have doubts after such inspections, he will obtain guidance from the Safety Office or other knowledgeable sources, and make a final determination. Unsafe or unhealthy conditions observed by any employee should be reported to his immediate supervisor. Allegations that safety policies, rules, and regulations established by the Department Safety Committee or emanating from other authority have been violated shall be subject to the Grievance Procedure.

Section 6. No employee shall be required to work in tanks, ovens, or similar closed spaces without two (2) standby workers at the access to insure that the access is not closed and the man working in such spaces can have immediate help if required. This requirement applies only to work in ovens where there is limited or restricted vertical access. It does not apply to work being done, in accordance with approved operating procedures, in ovens with unconfined horizontal access. No employee shall be required to enter a tank, oven, or similar closed space unless sufficient safety measures appropriate to the situation have been taken.

Section 7. The Hazardous Chemical Control Committee shall determine which chemicals are toxic and may cause sufficient contamination through handling to necessitate showers. A list of those toxic materials used in propellants and explosives shall be made available to all cognizant supervisors and to the employees. Explosives and propellants containing these toxic materials shall be clearly identified as such. The immediate supervisor shall determine which operations shall cause contamination sufficient to warrant showers. Transportation and adequate time will be provided and

allowed to those employees who must take showers as a result of contamination from toxic materials, so they may be at their assigned stations at the end of their shift.

Section 8. When it becomes known that an accident has resulted in a fatal injury, and the NAWCWPNS Safety Program Office has been designated as the investigating body, the Council will be notified as soon as possible and may participate as a member of the investigating and reporting committee. A Council Officer, at his request, may review at the Safety Office all reports covering investigations of disabling work injuries.

Section 9. When the Medical Officer of the Employer determines that an employee is physically unfit for duty after reporting to work, arrangements will be made to provide a medical attendant and transportation to a hospital, doctor's office, or to the employee's home in those cases where the Medical Officer determines that such transportation and medical attendant are necessary.

Section 10. Medical treatment for injured employees and ambulance service with a qualified attendant will be available on all shifts.

Section 11. Supervisors in all departments employing Unit employees shall periodically conduct employees' safety education meetings.

Section 12. Whenever a supervisor receives an accident report which cites unsafe practices by an employee, the supervisor will discuss the report with the employee and allow the employee to attach any written disagreement he or she may have (and give a copy of the safety report to the employee if requested).

Section 13. Both Parties agree that unit members' health, welfare, and safety is of utmost concern. Therefore, it is to both Parties benefit to actively detect, prevent, and correct substance abuse. Accordingly, both Parties recognize a mutual responsibility in this area to eliminate any substance abuse. To pursue these goals, the following steps will be employed:

- a. Substance abuse, when detected, will be brought to the attention of appropriate personnel. Medical examination (including the option of breath or bodily fluid samples as permitted by Navy regulation and guidance) may be directed.
- b. Annual physical examination procedures will include such diagnosis for substance abuse, as is permitted by Navy regulation and guidance.
- c. Both Parties will cooperate in programs and policies to eradicate any problem of substance abuse.

ARTICLE 20 - Wage Survey

Section 1. It is agreed that the Council has the right to request that area full scale or wage change surveys be conducted when significant industry wage raises have taken place in the area, and that such request and substantiating data shall be forwarded promptly by the Employer to the appropriate authority.

Section 2. The Employer agrees to advise the Council of the receipt of official notification that preliminary preparations are being made for the conduct of a full scale wage survey. Such notification to the Council will, insofar as practicable, be made within five (5) working days after its receipt by the Employer. The Employer also agrees to notify the Council within twenty-four (24) hours when information is received of the start of an official wage survey.

Section 3. When notified of the proposal to commence a wage survey in which the Employer will have data collectors, the Council may submit a list of names of employees in the Unit for nomination as data collectors. It is agreed that the Employer will submit the names to the wage survey authority for consideration.

Section 4. The Council and the Employer agree that these provisions are subject to the interpretation and application of FPM 532-1.

Section 5. See Article 7.C, Section 2, for provisions on excused time for training concerning policies and operations.

ARTICLE 21 - Trade Jurisdiction

Section 1. In the event a problem arises with respect to trade or craft jurisdiction affecting employees in the Unit, the Council may bring such matters to the attention of appropriate officials of the Employer. The Employer agrees to give consideration to the views and recommendations of the Council in regard to policies and practices relating to assignment of work to the various trades to the maximum extent possible commensurate with maintenance of efficient NAWCWPNS operation.

Section 2. The Council agrees that in the event of a dispute between any of the trades with regard to jurisdiction over work to be performed by employees within the Unit, the Council will attempt to resolve the dispute and make recommendations to the Employer on the appropriate work assignment.

Section 3. Before work is permanently assigned contrary to trade lines previously accepted in the NAWCWPNS and when the reassignment is significant, the Council shall be notified of the intended action and given an opportunity to present its views to the Employer. In the event of disputes arising out of this Section between the Employer and the Council, the Council may seek resolution as outlined in Article 3.

ARTICLE 22 - Job Descriptions and Ratings

Section 1. The NAWCWPNS program for determining the ratings of the positions of employees in the Unit will be conducted in accordance with applicable regulations. In any case when a modification is proposed of a job description of any rating which involves employees in the Unit to the extent that the rating, title, or qualification requirements for the rating will be affected, the proposed change will be discussed with the Council prior to issuing such a change. When any employee's job description is changed and it is determined that such change will have an adverse effect on that employee's pay level, the appropriate supervisor will consult on the revisions proposed with the employee who may have, if he requests it, Council representation.

Section 2. An employee who believes that his position is incorrectly rated may discuss the matter with his supervisor. If the employee is not satisfied after discussion with his supervisor, he can request in writing that the matter be reviewed by the Human Resources Department. After a review of the matter by the Human Resources Department and discussion with the employee, the employee will be given a written decision including all applicable appeal rights within a reasonable time. In requesting the review of his position rating and discussions with his supervisor and with the Human Resources Department, the employee shall have the right to be accompanied by his Steward who may represent him if the employee so requests.

Section 3. The Employer will consider, consistent with work requirements, assigning employees in the Unit to work appropriate to their ratings as shown in the Navy Definitions of Civilian Ungraded Ratings or the Office of Personnel Management Job Grading System for Trades and Labor Occupations as applicable.

Section 4. When a dispute arises between an employee and the Employer as to the accuracy of his job description, the dispute may be pursued by the employee through the grievance procedure.

Section 5. In grading jobs which require the incumbent to possess and apply on a regular and recurring basis the full range of skills, knowledges and qualifications of two or more occupations, the Employer agrees to classify the work consistent with appropriate classification standards.

ARTICLE 23 - General Working Conditions

Section 1. The Employer agrees to meet with the representatives of the Council, as a matter of general practice, and to give consideration to their views regarding the assignment on a regular basis, of non-supervisory wage grade duties to wage grade supervisors.

Section 2. The Employer may conduct necessary training for all supervisors of ungraded employees at the NAWCWPNS to facilitate maximum uniform application of this Agreement.

Section 3. The Employer agrees that employees in the Unit will not be assigned to menial or dirty tasks, or to work which is generally recognized as undesirable, as a reprisal or punishment.

Section 4. Only personnel who are authorized and qualified, in the opinion of management (or in training) shall be permitted to operate machines or equipment that could cause injury to an inexperienced operator or endanger other employees.

Section 5. The Employer is prohibited from disciplining or otherwise discriminating against any employee because he has filed a complaint or given testimony under this agreement.

Section 6. Employer agrees prior to changing local established conditions of employment, the Employer will meet with the Council President or his designated representative to discuss or negotiate the need for these changes as per Article 6 of this agreement.

ARTICLE 24 - Procedures for Temporary Promotion to Supervisory Wage Grade Positions

Section 1. It is agreed that it is the right of the Employer to determine when and by what method to fill temporary and permanent first level wage grade supervisory positions. Procedures in accordance with the Federal Personnel Manual, Chapter 335, Office of Personnel Management publication entitled X 118-C (revised), and other applicable regulations will apply. It is agreed and understood that the Employer's policies and practices with respect to temporary promotions are appropriate matters for consultation. In this regard, the Employer agrees to give maximum consideration to the skills and talents of NAWCWPNS employees in order to achieve resulting benefits of higher morale and to reduce turnover.

Section 2. The Employer, when it is determined necessary to temporarily fill in for an absent Foreman or other first level wage grade supervisory personnel, agrees that the following procedures will be followed:

a. A temporary promotion will be made if the Employer determines that the employee meets minimum qualifications and the assignment will be for at least fourteen (14) calendar days but not more than 120 calendar days.

b. Any temporary promotion in excess of 120 calendar days will be subject to the requirements of the NAWCWPNS Merit Promotion Policy.

c. The 120 calendar days is cumulative and includes prior service under details as well as previous temporary promotions to higher grade positions during the preceding twelve (12) months.

Section 3. When an employee performs the duties of a supervisor for a period of one (1) day or more but less than fourteen (14) calendar days, a record of supervisory experience will be accumulated and documented every ninety (90) days in the employee's Official Personnel Folder by their immediate supervisor.

Section 4.

a. Promotional opportunities will be publicized by merit promotion examination announcements. They will also be publicized in at least one (1) issue of the Rocketeer (or equivalent media) and posted on selected NAWCWPNS, China Lake bulletin boards at least ten (10) calendar days prior to the closing date for filing applications. Announcements will include information concerning minimum qualifications, methods of distinguishing among qualified applicants, the form to use in making application, awards consideration, oral interviews, or other specific requirements to be met.

b. When vacancies occur in supervisory positions, it is agreed that each new vacancy will be officially announced and advertised in accordance with provisions of Section 4a above.

Section 5. The Employer and the Council agree to refrain from interfering, restraining, or coercing any employee in exercising his right to receive consideration, or to decline consideration, of a promotional opportunity for which he is eligible.

Section 6. Employees selected under this Article will be released, in accordance with the time frames established under the NAWCWPNS Merit Promotion Instruction, for permanent promotion or reassignment.

Section 7. Any employee in the Unit who is not selected for permanent promotion shall have the right to ascertain from his supervisors in what areas, if any, the employee should improve himself in order to increase his chance for promotion.

Section 8. It is the employee's responsibility to update his experience record so that if the Official Personnel Folder is used for any part of the selection process, the most current information is available.

ARTICLE 25 - Promotions (non-supervisory) to Wage Grade Positions

Section 1. The Employer agrees to make promotions within the Unit in accordance with the Federal Merit Promotion Program and all applicable laws, rules, regulations, and instructions. This Article covers non-supervisory wage grade positions such as

Warehouseman, Journeyman Mechanic, Planner and Estimator, Inspector, Maintenance Scheduler, Leader, etc. Career promotions of employees in a job within a career field which specifically have been filled for training and career progression will be considered as exceptions to the merit promotion procedures.

Section 2. Permanent Promotions

a. Vacancies will be publicized in the Rocketeer (or equivalent media) at least seven (7) calendar days prior to the closing date for filing applications. In some situations, continuous announcement of vacancies may be appropriate. Vacancy announcements will include information concerning minimum qualifications, applicable job relevant factors, the form to use in making applications, or other specific requirements to be met.

b. Ranking of eligible candidates will be made into two (2) categories: qualified and highly qualified. If there are more than five (5) highly qualified applicants, a further grouping of best qualified will be made from the highly qualified. If meaningful distinctions cannot be made among the highly qualified, a maximum of ten (10) can be referred as best qualified. It is recognized that in some instances, promotions to Leader positions may provide a competitive advantage to a higher-level position in the work group. In filling Leader positions, an Advisory Selection Board consisting of not less than three (3) members may be designated to review the qualifications of candidates who are referred from a list of best qualified eligibles and to recommend to the Selecting Official the candidate considered to be the best qualified. The Board will have the option of personally interviewing candidates prior to making a recommendation.

c. The Employer and the Council agree to refrain from interfering, restraining, or coercing any employee in exercising his right to receive consideration, or to decline consideration, for a promotion opportunity for which he is eligible.

d. Employees will be released, in accordance with the time frames established under the NAWCWPNS Merit Promotion Instruction, for permanent promotion or reassignment.

e. It is agreed by the Employer that when the Qualifications Rating Examiner completes the list of eligible applicants, those applicants who were found ineligible will be immediately notified. Any question regarding their eligibility by the rejected applicants must be made within three (3) working days after receipt of the notice on ineligibility. No determination of "Best Qualified" applicants will be made until expiration of the three (3) working day period. Any dispute arising from issues raised in the above procedure shall be an appropriate matter for consultation and/or subject to the grievance procedure. However, no promotions will be delayed following the initial redetermination.

f. Any employee in the Unit who is not selected for permanent promotion shall have the right to ascertain from his supervisor in what areas, if any, the employee should improve himself in order to increase his chances for promotion.

g. It is the employee's responsibility to update his experience record so that if the Official Personnel Folder is used for any part of the selection process the most current information is available.

Section 3. Temporary Promotions

a. The Employer reserves the right to determine when and by what method to fill in for absent non-supervisory wage grade personnel. However, it is agreed and understood that the Employer's policies and practices with respect to temporary promotions are appropriate matters for consultation.

b. If a non-supervisory wage grade position is to be filled temporarily by an employee in the Unit, the Employer agrees to make a temporary promotion, provided the employee meets minimum qualifications and it can reasonably be determined at the time of the appointment that the assignment will be at least fourteen (14) calendar days but not more than 120 calendar days. Any temporary promotion in excess of 120 calendar days will be subject to the requirements of the NAWCWPNS Merit Promotion Policy. The 120 days is cumulative and includes prior service under details as well as previous temporary promotions to higher grade positions during the preceding twelve (12) months.

c. Temporary promotions for more than 120 calendar days will be made from those referred to as best qualified from a list of eligibles.

ARTICLE 26 - Reduction in Force and Reemployment

Section 1. The Employer agrees to notify the Council of impending reductions in force affecting ten (10) or more career or career-conditional employees within the Unit, and the reasons therefore, as far in advance as practicable. The Employer also agrees to inform the Chief Steward concerning affected competitive levels, date of action to be taken and number of employees affected, where one (1) or more employees are involved and this information becomes available. The Council agrees to render its assistance in communicating to the employees the reasons for reduction in force.

Section 2. The Employer agrees that, in order to minimize the impact of any reduction in force, full consideration will be given to qualified Unit employees who are being affected by reduction in force for all available vacant graded and ungraded positions.

Section 3. Career and career-conditional employees separated by reduction-in-force actions shall be placed on the Reemployment Priority List for all positions for which qualified and available as indicated by them in writing to the Employer. The names of all

such persons shall be placed on the list as determined by representatives of the Department of Defense and/or the Navy Department. Such listing will be in the following order:

- a. Group I Career
- b. Group II Career conditional

Section 4. Acceptance of a temporary position by an employee on the Reemployment Priority list will not affect his status on the list or his eligibility for reemployment in a permanent position.

Section 5. When an employee in the Unit receives a notice of "Reduction in Force," if he so desires, he may review the following records:

- a. The retention register on which he is personally listed.
- b. The retention registers listing employees who may be entitled to displace him.
- c. The retention registers listing employees whom he may be entitled to displace.

Any employee in the Unit desiring to review such records may, if he so requests, be accompanied by his Council Steward.

Section 6. It is recognized that there are competitive areas for Reduction in Force (RIF) purposes at NAWC-WPNS, China Lake. The Employer agrees that no unit employee or groups of unit employees will be placed in another competitive area for the sole purpose of improving retention standing. The Employer will notify the Council of any actions which would result in changes in competitive areas for bargaining unit members.

Section 7. In order to prevent RIF avoidance actions at the time of a RIF, the Employer will comply with FPM chapter 351 and may, if necessary, freeze all personnel actions on positions impacted by a potential RIF and any exceptions will be discussed by a joint Management/Union team.

Section 8. Any employees impacted shall have the right to appeal this RIF action to the MSPB.

ARTICLE 27 - Repromotions

Section 1. In filling vacant, ungraded first level supervisory positions under the Federal Merit Promotion Program, those employees who formerly held such positions on

a permanent basis from which they were demoted as a result of reduction in force, within the previous two (2) years, and who meet the qualification standards for the positions, will automatically be certified in the group of highly qualified” applicants for the position and will be given special consideration for the vacancy.

Section 2. In filling ungraded, non-supervisory positions, those employees who formerly held such positions on a permanent basis from which they were demoted as a result of a reduction in force, within the previous (2) years, and who meet the qualification standards for the position, will be given preferential consideration by selecting officials for repromotion to such positions as vacancies arise. Employees thus demoted and who seek repromotion, should file for the position under the Federal Merit Promotion Policy and Navy/NAWCWPNS Promotion Policy Instructions and Notices, in order to insure maximum consideration (see Articles 24 and 25). **Section 3.** In case of demotions in lieu of separation by reduction-in-force action, the Employer agrees to give such employees who apply for promotions under the Federal Promotion Policy equal consideration for promotions along with other eligible candidates to insure that the best qualified persons are selected to fill existing vacancies.

ARTICLE 28 - Demotions

Section 1. In a situation where an employee has been changed to a lower rated position, work shall be assigned in accordance with Article 22.

Section 2. It is recognized that employees who, through no fault of their own, have not been performing the full scope of their ratings may lose skill in performance of certain aspects of their trades. Such employees will be accorded the opportunity to improve their performance in accordance with 5 CFR Part 432 and related Navy/NAWCWPNS instructions.

Section 3. An employee in an ungraded position who is demoted to a wage grade position for which the rate of basic compensation is less than that of the position from which demoted is entitled to wage retention in accordance with applicable regulations.

ARTICLE 29 - Disciplinary Actions

Section 1. Disciplinary action (defined as letters of reprimand and suspensions of fourteen (14) days or less) shall be taken only for just cause and in accordance with applicable laws, rules, and regulations.

Section 2. Prior to initiating disciplinary action (or adverse action under Article 30) against an employee, a fact finding investigation will be made by the immediate supervisor, and/or other appropriate management personnel, to assure himself of the facts in the case. (Under normal circumstances this investigation will be started within fifteen (15) working days of the alleged offense. However, management will not be precluded

from taking disciplinary action even if such a delay occurs.) When a supervisor and other appropriate management personnel are conducting a fact finding investigation, the employee will be advised of his right to Council representation before the discussion. If the employee reasonably believes that the examination may result in disciplinary action against the employee, the employee may request Council representation at these discussions. At this time the employee will be notified as to the subject matter of the investigation. The Council representative and management shall cooperate in the determination of the facts in the questioning of the employee. A supervisor shall issue his letter or letter of proposal within fifteen (15) working days after initiating the fact-finding investigation if the supervisor decides that disciplinary action is appropriate, or notify the employee (or Council representative, if employee has requested representation) of the reasons for the delay. Management will not, however, be precluded from taking disciplinary action even if such a delay occurs.

Section 3. An employee in the Unit who is the subject of a proposed disciplinary action which entitles him to reply, shall be advised by the Employer of his rights to reply. A reply may be made personally and/or in writing to the deciding official or to any official who is at a level higher than the employee and who is in a position to recommend or to effect the disciplinary action. Both the personal and written reply will be considered by the deciding official in determining the disposition of the proposed disciplinary action. An employee, in making a personal reply to the official, may be accompanied by a Council representative. The official receiving a personal reply will make a written summary of the reply and provide the employee and his representative with a copy.

Section 4. The Employer will provide a Unit employee with an extra copy of the disciplinary action taken against the employee. The employee will be informed that the extra copy is for the Council if the employee chooses to provide the Council with a copy.

Section 5. When the Employer takes a disciplinary action against an employee in the Unit, the employee shall be notified of all applicable appeal rights, including the provisions of this Article.

Section 6. A letter of reprimand or a suspension of fourteen (14) days or less may be appealed through the Negotiated Grievance Procedure set forth in Article 31. The appeal shall be reduced to writing and submitted within fifteen (15) calendar days after receipt of the letter of reprimand or effective date of the suspension. Appeals of letters of reprimand shall start at Step 1 under Formal Procedure of the Negotiated Grievance Procedure. Appeals of suspensions of fourteen (14) days or less shall start at Step 2.

Section 7. An employee in the Unit appealing a disciplinary action through the Negotiated Grievance Procedure may either represent himself or be represented by a Council representative. However, in the event of an arbitration hearing held in connection with that appeal, the employee must be represented by a Council representative. The Employer shall make all arrangements necessary for these hearings.

ARTICLE 30 - Adverse Actions

Section 1. Adverse actions will be taken in accordance with applicable laws, rules, and regulations. When the Employer takes adverse action (defined as removal, suspensions of more than fourteen (14) calendar days, demotion, or removal or reduction in grade based on unacceptable performance as defined in 5 USC Chapter 43) against a Unit employee, the employee shall be notified of the appeal rights to the Merit System Protection Board or the Negotiated Grievance Procedure.

Section 2. The Employer shall notify the employee of his right to Council representation or to representation by any person of his choice. The employee shall be furnished with an extra copy of the adverse action decision. The employee, if he so desires, may furnish his representative with this extra copy.

Section 3. An employee may file an appeal of an adverse action through either the Negotiated Grievance Procedure or the Merit System Protection Board, but not both. Once an employee has initiated formal action under either system, that will be the exclusive procedure which the employee may use.

Section 4. An employee who desires to appeal to the Merit System Protection Board must submit the appeal in writing any time after receipt of the Employer's letter of decision to effect the adverse action, but not later than thirty (30) calendar days after the effective date of the action. The appeal should also include the employee's request for a hearing if he desires one. Hearings held under the provisions of this Article shall be conducted in accordance with the Merit System Protection Board standard procedures for adverse action appeal hearings. The Employer shall make all necessary arrangements for such hearings including notification to the Council when authorized by the employee in writing.

Section 5. An employee who wishes to appeal an adverse action through the Negotiated Grievance Procedure may do so in accordance with Article 31. The appeal shall be in writing and submitted within fifteen (15) calendar days after the effective date of the action. The processing of such appeal shall start at Step 2 under the Formal Procedure.

Section 6. The Employer shall promptly furnish the Council with a copy of the Merit System Protection Board decision letter if the employee authorizes such disclosure in writing to Code 731100D.

Section 7. The Employer, upon written authorization from Unit employees to Code 731100D, will notify the Council of all adverse actions taken against employees in the Unit; this notification to be made by mailing a copy of the official notification of adverse action given to a Unit employee to the official address of the Council. This copy is to be mailed on the same day that the authorization is received from the employee.

ARTICLE 31 - Grievance Procedure

Section 1. The purpose of this Article is to provide a mutually satisfactory method for the settlement of grievances. The Employer and the Council desire that all employees in the Unit be treated fairly and equitably. The Employer and Council agree that it is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest possible level.

Section 2. Grievances to be processed under this Article shall pertain to all matters so long as it does not otherwise conflict with statute and matters for which statutory appeal procedures exist. A grievance is defined as any complaint:

- a. by any Unit employee concerning any matter relating to the employment of the employee;
- b. by the Council concerning any matter relating to the employment of any Unit employee, violation of this agreement, implementation of Agency policy or procedure; or
- c. by any Unit employee, the Council, or the Employer, concerning
 - (1) the effect or interpretation, of a claim of breach, of this agreement;or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Questions arising out of a grievance as to interpretation of Agency policies or regulations, provisions of law or regulations of appropriate authorities outside the Agency will be subject to the negotiated grievance procedure regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this Agreement. Such questions will first be referred to the issuing authority (Office of Personnel Management, Department of the Navy, Comptroller General, etc.) for interpretation.

Section 3. This grievance procedure shall be the exclusive procedure available to the Council and/or the employees in the Unit for resolving such grievances. However, any employee or group of employees may present grievances covered under this procedure and have them adjusted without the intervention of the Council, as long as the adjustment is not inconsistent with the terms of the Agreement and the Council has been given the opportunity to be present at the proceeding and the adjustment. Identical grievances from more than one (1) employee are also included in this definition. When several employees have an identical grievance (the dissatisfaction expressed and relief requested are the same), and disciplinary actions are not involved, the Council will select one (1) case for processing under the grievance procedure. The employee will be advised that in processing one (1) grievance for the group, the decision on the case selected will be

binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

Section 4. Exclusions, Matters excluded from the Grievance Procedure are:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance decisions.
- c. A suspension or removal under national security provisions.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Nonadoption of a suggestion or disapproval of a performance award, or other kind of honorary or discretionary award.
- g. Action taken at the direction of the Office of Personnel Management, the Merit System Protection Board, the Federal Labor Relations Authority, or the Equal Employment Opportunity Commission.
- h. Nonselection for promotion when the sole basis for the grievance is an allegation by an employee that he is better qualified than the person selected.
- i. Office of Workers Compensation Programs determinations.
- j. Critical elements and performance standards which are in accordance with Chapter 43 of Title 5, United States Code.
- k. Reduction in Force action.
- l. Agency ordered Medical Examination and Results, by a qualified Examiner.
- m. Letters of caution or requirement and oral admonitions (except a letter which levies a requirement on an employee which is over and above that expected of other employees, e.g., one which requires a doctor's certificate to support future requests for sick leave).
- n. FLSA complaints.
- o. EEO complaints.

Section 5. An employee using this procedure must either represent himself or be represented by a Council representative. However, an individual may elect arbitration only with the Council's approval, and must be represented by the Council at any arbitration hearings. It is agreed that the following procedures will be used in cases to which this Article applies:

a. Informal Step

Step 1. The grievance will be first discussed by the employee with his immediate supervisor or other appropriate supervisor. This shall be done within fifteen (15) working days following receipt of the unfavorable administrative decision or the circumstances giving rise to the grievance or from the day the employee becomes aware of such action. The employee may be represented by a Council Steward or other NAWCWPNS Council representative. In this discussion, an earnest effort will be made to resolve the matter. The supervisor shall make whatever investigation is considered necessary, and shall respond orally to the employee within three (3) working days following this discussion. It is expected that most grievances will be settled at this level.

Step 2. If a satisfactory settlement is not reached at the Informal Step 1, and the employee elects to pursue his grievance, he will notify his immediate supervisor and the Council representative within five (5) working days following receipt of the response in Step 1 that he desires to meet with the division head to discuss his grievance. It is agreed and understood that the division head will meet with the aggrieved employee as soon as practicable but no later than ten (10) work days following the employee request. The employee may be represented by a Council Steward or other NAWCWPNS Council representative. At this meeting the division head, the employee, his representative, and the supervisor or management official whose actions gave rise to the grievance, will make a sincere and earnest effort to resolve the matter. The division will be required to seek the advice of the Employee/Labor Relations Division (Code 731000D) regarding the alleged violation and make whatever other investigation is necessary. The division head shall respond orally to the employee within five (5) working days following this discussion.

If the grievance is not resolved at this level, the employee or the Council may exercise the right to file a grievance under the Formal Negotiated Grievance Procedure set forth herein or may exercise the right to file an Unfair Labor Practice complaint under the procedures set forth by the Federal Labor Relations Authority, but may not file under both procedures. The decision at this point shall be irrevocable.

b. Formal Procedure

Step 1. If no satisfactory settlement is reached at the informal step and the employee elects to pursue his grievance under the following procedure, the grievance shall be reduced to writing on a form mutually agreed to by the Employer and the

Council and submitted to the appropriate department head within ten (10) working days after receipt of the response at the Informal Step. The written grievance shall contain the details of the complaint, and the corrective action desired. The department head shall, within five (5) working days following receipt of the grievance, meet and discuss the grievance with the employee. At this discussion the only other persons who may be present are the employee's representative, the Chief Steward, the Council President, the supervisor or management official whose actions gave rise to the grievance, and a member of the Human Resources Department who shall serve as a Technical Advisor to the parties. The employee may provide a reasonable number of names of fellow employees who have direct knowledge of the facts and circumstances surrounding the case. These employees may participate in this discussion at the request of either party. The department head will render a written decision within ten (10) working days following the discussion.

Step 2. If this decision is not satisfactory, the employee or Council may submit the grievance within ten (10) working days after the decision of the department head to the Commander, or his designee, or to outside arbitration. If the Commander is chosen, he (or his designee) shall within five (5) working days following receipt of the grievance meet and discuss the grievance with the employee and the appropriate Council and management representatives. The Commander shall render his decision in writing within ten (10) working days after date of the meeting and shall furnish a copy to both the employee and the Council.

Section 6. Grievance appeals from earned ratings and qualification rankings by NAWCWPNS ranking staff in competitive and non-competitive promotion actions will be submitted within the ten (10) working days prescribed in formal Step 2 to the Commander, via Head, Equal Opportunity and Employment Division (Code 731000D) for decision. Such decision shall be rendered in writing fifteen (15) working days after the date of receipt of the appeal.

Section 7. Failure of the Employer to meet the time limits prescribed above shall permit the employee or the Council to move the grievance to the next step of the grievance procedure. Failure of the employee or the Council to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. The time limits provided in this Article may be extended by mutual consent because of extenuating circumstances.

Section 8. It is agreed and understood that the step at which a grievance is initiated will be determined by the level of the official whose actions gave rise to the grievance.

Section 9. Nothing in the procedure set forth in this Article shall be construed as to in any manner diminish or impair any rights which would otherwise be available to an employee in the Unit. Nothing in the Agreement shall be so interpreted as to require the Council to represent an aggrieved employee, if the Council considers the grievance to be invalid or without merit. If, at any step of the grievance procedure set forth herein, the aggrieved employee decides to accept the decision rendered by the responsible official of

the Employer, the grievance may be terminated. However, if the Council feels that a significant issue of general application still requires resolution, the Council may pursue the grievance through the Negotiated Grievance Procedure.

Section 10. The Employer shall provide the Council representatives with necessary pertinent information from official records to aid in resolving specific grievances insofar as it is permissible without violating Government regulations. However, the Council representative will be allowed to review an employee's personnel jacket only with that employee's written consent.

Section 11. Employee participants in the discussions and hearings provided for in this Article shall not suffer loss of pay or charge to leave as a result of such participation.

Section 12. Prior to filing an Official Unfair Labor Practice with the Federal Labor Relations Authority, the employee, the Council and Employee/Labor Relations Division, Code 731000D, will make an attempt at a local resolution (this attempt will normally take no more than thirty (30) days, the time allowance may be extended only by mutual consent).

ARTICLE 32 - Arbitration

Section 1. If the Council or Employer elects arbitration as a method of pursuing grievances as provided in Step 2 of the Formal Grievance Procedure, or, if a question of arbitrability/grievability is raised, the Council or Employer may refer the grievance to arbitration and shall provide notification in writing within the (10) working days after receipt of the decision at Step 1 that arbitration of the grievance is desired.

Section 2. Within five (5) working days from the date of receipt of the arbitration request, Employer and Council representatives shall meet for the purpose of reaching agreement on the selection of an arbitrator. If agreement cannot be reached, then either party may request a list of five (5) impartial persons qualified to act as arbitrators. Representatives of the parties shall meet within five (5) working days after receipt of such list. If they cannot agree on one (1) of the listed arbitrators, then the Employer's representative and the Council representative will each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. If arbitration is elected as the method of pursuing the grievance in Step 2 of the Formal Grievance Procedure, the fees and expenses of the arbitrator, including the cost of a shorthand reporter if requested by the arbitrator and the cost of any hearing transcripts, shall be borne equally by the parties.

Section 4. The arbitration hearing shall be held at the Naval Air Warfare Center, China Lake, California, during the regular day shift work hours of the basic work week. The employee may only be represented at the arbitration hearing by persons designated

by the Council. One Council representative and witnesses who have direct knowledge of the circumstances and factors bearing on the case, if employed by the Naval Air Warfare Center, and the aggrieved employee shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section 5. The arbitrator will be requested to render his award to the Employer and the Council as quickly as possible, but in any event no later than twenty (20) calendar days after the conclusion of the hearing unless the parties otherwise agree. In the case of an arbitrator's award, either party can appeal in accordance with Section 7122 of 5 USC Chapter 71. In the event that either party challenges the arbitrator's award, that party will provide the other a copy of its challenge.

Section 6. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement. Such right is the prerogative of the contracting parties only.

Section 7. Questions involving the interpretation of published Navy and Department of Defense policies or regulations, provisions of law or regulations of appropriate authorities outside Department of Defense will be submitted to the source of issuance for interpretation.

ARTICLE 33 - General Provisions

Section 1. It is recognized that contracting of work that is normally performed by members of the Unit is of mutual concern of Management and the Council. When contracting of functions normally performed by the Unit is being considered by Management, and when this consideration leads to the conclusion that career members of the Unit will be adversely affected, the Employer agrees to notify the Council of the impending contract and to discuss the reasons therefore, and will provide available written information related to that decision. Management further agrees to consider ways to minimize, insofar as is practicable, any displacement action of career employees through realignment, reassignment, the restricting of in-hires, and any other reasonable action, which would result in the retention of career employees. Nothing in this Section restricts or otherwise inhibits Management from discharging its obligation to higher authority, administering the budget, or adjusting the ceiling or types of employees as changing technology or operating philosophy dictates.

Section 2. The Council will be furnished a set of Navy Civilian Personnel Instructions and revisions by the Employer.

Section 3. The Employer and the Council affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, believing that the public interest requires the full utilization of employees' skills and abilities without regard to consideration of race, creed, color, national origin, sex, age, religion, political affiliation, physical handicaps, or marital status.

Section 4. Depending on the nature of the handicap, special consideration will be given to the assignment of reserved parking spaces for use of the handicapped.

Section 5. The Employer will publish in the Center paper (Rocketeer), on a space available basis, notices or other appropriate news items of general interest submitted by the Council and approved by the Employer.

Section 6. Distribution of Union Literature.

a. The Employer agrees to permit the Council to distribute printed Union literature and information on the Naval Air Warfare Center, China Lake. Distribution will be accomplished during employee's non-work time and those persons distributing the printed material will be in an approved non-work status.

b. Bulletin boards shall be provided by the Employer for use of the Council and its affiliates. It is understood and agreed that these boards will be placed in all shop and work areas where employees are covered under this agreement. These bulletin boards shall not exceed thirty-two (32) in number unless the Council can substantiate the need for additional boards.

c. Management reserves the right to control the material posted or distributed on the Center.

Section 7. The Employer agrees to make a continuing effort to provide and to maintain suitable lunch facilities for employees in work areas. The Council agrees to cooperate in keeping such facilities tidy and in good condition.

Section 8. When an employee is required to work on an unscheduled assignment in a remote work area and food is not available within reasonable walking distance, the Employer shall make reasonable efforts to allow the employee to obtain food at the employee's expense.

Section 9. Subject to the provisions of applicable regulations, the Employer agrees to furnish special tools, safety shoes, special clothing, and special equipment that employees are required to use.

a. Under conditions where employees are required to furnish their own tools, the Employer shall provide a secure place where employees may keep their tools. If all or any part of the employee's personal tools are lost by reason of failure of the Employer to provide such a secure place, or by fire, flood, or theft involving unlawful entry while in the secure place designated by the Employer, the employee shall report the loss to his supervisor during the next working day. The employee may submit a claim for reimbursement for the loss in accordance with applicable regulations. The Employer shall provide assistance in preparing the claim if requested by the employee.

Section 10. Members of unions affiliated with the Council may make voluntary allotments for the payment of dues in accordance with the terms of a separate agreement between the Employer and the Council executed in accordance with applicable regulations of the Office of Personnel Management and the Navy Department. Copies of the Agreement for Voluntary Allotment of Union Dues will be on file with the financial officers of the Council and affiliates, and with Head, Payroll/Travel Branch, Customer Services Division, Comptroller Department (Code 761300D).

Section 11. The Employer agrees that the use of military personnel will be in accordance with CMMI 300.13 and applicable regulations.

Section 12. Officers and Stewards of the Council may wear Council identifying insignias furnished to the employees by their Council.

Section 13. The Employer will make reasonable efforts to provide and maintain satisfactory sanitary showers, washrooms, and locker facilities. The Council agrees to cooperate in keeping such facilities tidy and in good condition.

ARTICLE 34 - Duration and Changes

Section 1. The provisions of this Agreement shall become effective on the date of approval by the Secretary of Defense. If the Secretary of Defense does not approve a specific Article of this Agreement, only those specific Articles which are not approved after review by the Secretary of the Navy will be renegotiated by the Council and the Employer. The remainder of the Agreement will become effective as specified above.

Section 2. This Agreement shall remain in full force and effect for a period of three (3) years. Further, it is provided that this Agreement shall terminate at any time it is determined that the Council is no longer entitled to exclusive recognition under 5 USC Chapter 71. It is further provided that the Council will be notified promptly by the Employer should withdrawal of recognition be proposed.

Section 3. This Agreement, except for its duration period as specified in Section 2 of this Article, is subject to opening only as follows:

a. Amendments may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such an event, the parties will meet for the purpose of negotiating new language which will meet the requirements of such laws or Executive Orders. Such amendment(s) as agreed to will be duly executed by the parties and will become effective on the date of the Secretary of the Navy approval.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be written and must

include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties and be effective on the date of approval of the Secretary of the Navy.

c. Within fifteen (15) days prior to the anniversary date, either party may notify the other that it wishes to open the agreement for the purpose of negotiating new language on no more than two articles. At this time the other party may also select up to two articles for renegotiation. It is agreed and understood that under the provisions of this Section no changes will be considered other than those articles specified (no more than two each per party). Any changes or amendments as agreed to will be duly executed by the parties and be effective on the date of approval by the Secretary of the Navy.

d. Within thirty (30) days following receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or Department of the Navy which may substantially affect any of the terms and conditions of this Agreement and alter the discretionary authority of the Employer with regard to any item dealt with in this Agreement, either party may request to meet regarding the provisions of the directive. If the parties agree that substantial alterations are required, either party may request that this Agreement be reopened to negotiate changes having direct bearing on the issue in question. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. Such amendment(s) as agreed to by the parties will be duly executed by the parties, and will become effective on date of approval of the Secretary of the Navy.

Section 4. Any amendments to this Agreement as agreed upon by the parties and properly approved shall be promptly reproduced by the Employer and distributed to all the employees within the Unit.

Section 5. By mutual consent of the parties, and with the approval of the Secretary of the Navy, this Agreement may be extended for a further appropriate period of time. The extended Agreement must not be in conflict with any applicable existing laws, rules, or regulations of the Federal Government, including but not limited to those laws, rules, and regulations issued by the Office of Personnel Management, the Department of Defense, and the Department of the Navy.

Section 6. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 7. On the request of either party, the parties shall meet on a mutually agreeable date between the sixtieth (60th) and fifty-fifth (55th) days, inclusive, prior to the expiration date of this Agreement to develop plans for negotiating a new Agreement.

APPENDIX I

AFFILIATED LOCAL UNIONS

International Brotherhood of Electrical Workers Local #45

United Brotherhood of Carpenters and Joiners of America Local #743

International Brotherhood of Painters and Allied Trades of America Local #314

United Association of Plumbers and Steamfitters Union Local #460

CHART I

DISCIPLINARY ACTION APPEAL PROCESS

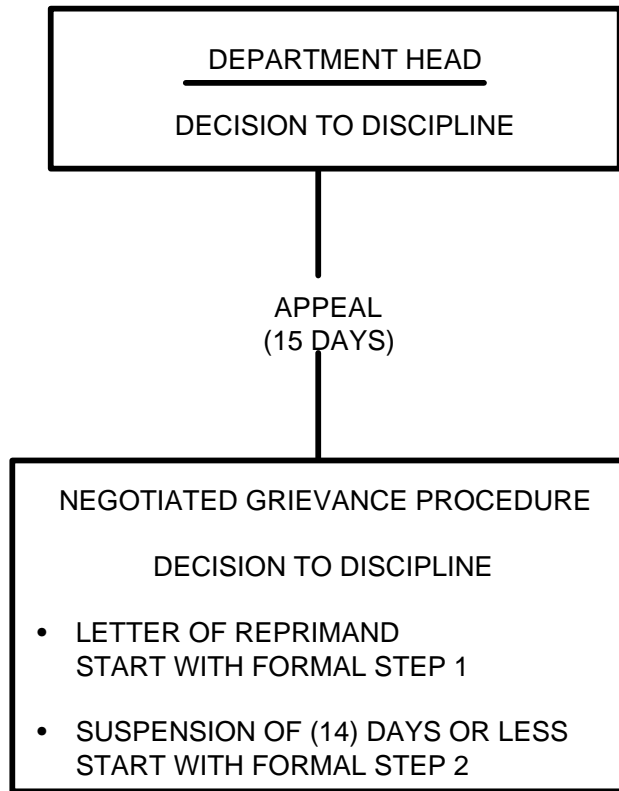


CHART II
ADVERSE ACTION APPEAL PROCESS

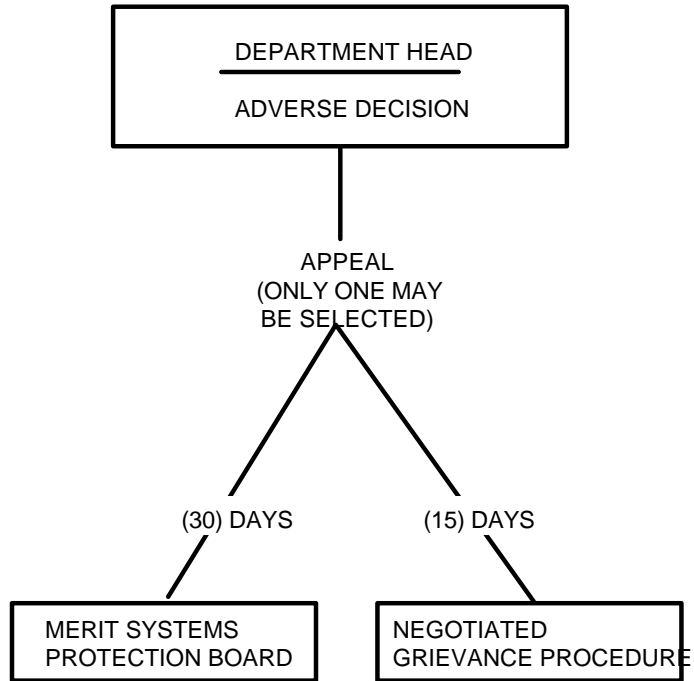
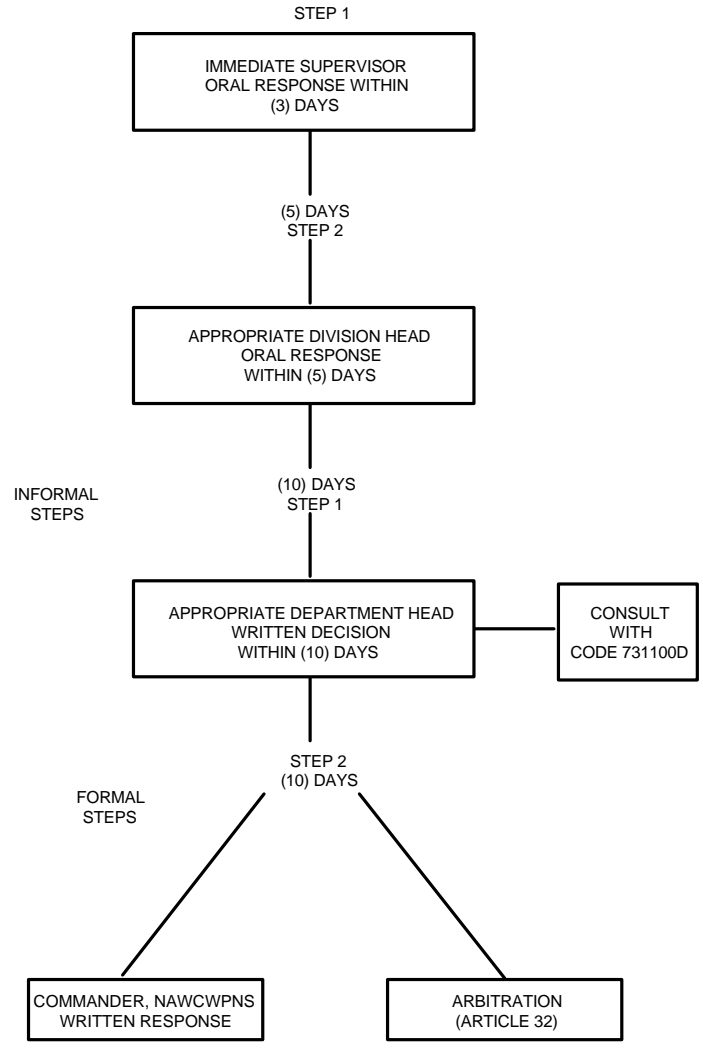


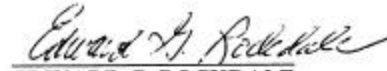
CHART III

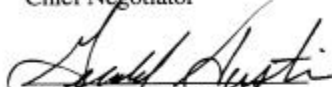
NEGOTIATED GRIEVANCE PROCEDURE



The foregoing represents the agreement between the Naval Air Warfare Center Weapons Division, China Lake, and the Indian Wells Valley Metal Trades Council

For the Navy:


EDWARD G. ROCKDALE
Chief Negotiator


GERALD AUSTIN


DON CORTICHIATO


GORDON A. FAWKES


VERNON LEMONS

For the Union:


RICHARD T. BARRUS
Chief Negotiator


BOB MARTIN

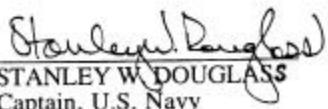

PATRICK MEUNIER


RAY SIMMONS


ROBERT W. SIPE


PHILIP M. TRUMAN


DENNIS TURBETT

APPROVED: 
STANLEY W. DOUGLASS
Captain, U.S. Navy
Commanding Officer,
Naval Air Weapons Station, China Lake

5 6 / 97
Date

Approved by the Department of Defense on 13 May 1997 to be effective on that date.